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## VOL. XLVII., No. 27.

## The Solicitors' Journal and Reporter.

LONDON, MAY 2, 1903.

\* \* \* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

## Contents.

CURRENT TOPICS.....	463	LAW STUDENTS' JOURNAL .....	474
THE EFFECT OF "CONCLUSIVE EVIDENCE" .....	466	THE LAND TRANSFER ACT.....	477
REVIEWS .....	468	OBITUARY .....	477
CORRESPONDENCE .....	467	LEGAL NEWS .....	478
POINTS TO BE NOTED .....	467	COURT PAPERS .....	478
RESULT OF APPEALS .....	468	WINDING-UP NOTICES .....	479
LAW SOCIETIES .....	472	CREDITORS' NOTICES .....	479
		BANKRUPTCY NOTICES .....	480

## Cases Reported this Week.

## In the Solicitors' Journal.

Atkinson v. Lumb.....	460	Bear, In re. Ex parte Bear .....	423
Continental Caoutchouc and Gutta Percha Co. v. Kleintwort, Sons, & Co. ....	472	Boyce v. Ed Brooke .....	424
Corfoot v. Royal Exchange Assurance Corporation .....	471	Covington v. Metropolitan District Railway Co. ....	428
Elvin v. Woodward & Co. ....	488	Davis v. Town Properties Investment Corporation (Limited) .....	417
Formby v. Lampel .....	471	Dunn v. South-Eastern Railway Co. ....	427
Giles v. Belford, Smith, & Co. ....	470	Jennings (a Solicitor), In re .....	425
Pomfret and Others v. Lancashire and Yorkshire Railway Co. ....	469	Llanover's Will, Baroness, In re .....	418
Rothwell v. Davies .....	470	Herbert v. Freshfield .....	418
Stevens v. General Steam Navigation Co. ....	469	Miller v. Law Accident Insurance Society (Limited) .....	420
Vampew v. Parkgate Iron and Steel Co. (Lim.) .....	469	Whiting v. Turner .....	470
		Pollard, In re. Ex parte The Trustees .....	422

## In the Weekly Reporter.


## Current Topics.

THE PRESIDENT'S address at the meeting of the Incorporated Law Society last week contained an explicit intimation that, in case the School of Law proposed by the Attorney-General should fall through, the society will receive a substantial increase to their funds available for legal education, and he stated that the Council had already adopted the report of a legal education committee appointed by them. As we understand his remarks, the report of the committee will be aimed at establishing a scheme which, if the School of Law should be established, will place the society in a better position in relation to it, or, if such a school should not be established, will enable the society to dispose advantageously of the funds it may receive for the purpose of legal education. Such a scheme is obviously desirable, and we shall look with interest for the issue of the report. It is greatly to be hoped that it may be found practicable to establish a School of Law open to both branches of the profession, but we do not gather that the President entertains a very sanguine view of the prospects of success of this proposal.

ON THE subject of the County Courts Bill, the President expressed himself hopefully. It had passed the House of Commons and the Standing Committee on Law without a division and with practically unanimous assent, while it had the support of petitions and resolutions from the London Chamber of Commerce, from the Associated Chambers of Commerce, from many societies, and also from the municipalities of the United Kingdom. The Council, he said, were quite conscious that the Bill did not at once effect all that might be desired, but other reforms were its inevitable corollaries, and some of these, including an extension of the jurisdiction of the registrars, had been added in the Grand Committee. The report stage, and third reading, of the Bill will not, it appears, come on until June.

THE CONTENTION of the Inland Revenue Commissioners to which we referred last week (*ante*, p. 445), that a receipt for the

principal and interest secured by an equitable mortgage is liable to *ad valorem* duty as a "discharge" of the mortgage, is so novel and, it seems to us, in principle so indefensible, that it is worth while to recur to it. The Stamp Act, like all other statutes, whether taxing or not, has to be fairly construed, and when the primary effect of an instrument is to bring it under a specific head of charge, this head determines the stamp which it ought to bear. As we have already pointed out, the fact that it may serve the purpose of the parties as well as a more expensively charged instrument does not entitle the authorities to charge it as such. It is well known that in the case of an equitable mortgage a receipt is as effectual as a discharge. But that is because the law attaches to the receipt the incident of a discharge, not because the receipt falls within the class of documents which are properly known by that title. The matter, however, seems to be really concluded by the form in which the Legislature has put exemption 11 to the receipt stamp duty. This covers receipts indorsed on, or contained in, duly stamped deeds "acknowledging the receipt of the consideration money therein expressed or the receipt of any principal money, *interest*, or annuity thereby secured or therein mentioned." Now, even though it might be possible to take "principal money" as referring to receipt by the mortgagor at the time of the mortgage, yet this could not be the case in regard to interest. The exemption must, therefore, apply to a receipt given for principal and interest on repayment, and, if this is so, there can be no ground for refusing to allow it to operate in a case of repayment in full. Hence a receipt on an equitable mortgage falls within the wording of the exemption under the head "Receipt," and it is quite inadmissible to transfer it arbitrarily to the head "Discharge" under "Mortgage."

WE PRINT elsewhere a letter which raises an interesting point as to liability for estate duty upon leasehold property. Our correspondents inquire whether, in a case where the subsequent sale of the leaseholds suggests that they have been undervalued for the purpose of estate duty, the purchaser is under any liability with regard to the additional duty which may be payable, or whether the fact that the probate shews that an insufficient duty has been paid may be a bar to using the probate as a document of title. We imagine that in neither respect is a purchaser affected by an undervaluation for the purpose of duty. Under section 8 (2) the liability to pay estate duty in respect of personal property is imposed on the executor, and there is no provision corresponding to section 8 (2), which, in cases where the executor is not accountable for the estate duty, renders all persons accountable into whose hands the property comes. As our correspondents point out, it was decided in *Re Culverhouse* (1896, 2 Ch. 251) that the duty is payable out of the general personal estate of the testator, and the liability appears to be confined to the executors and to that estate. With regard to the question whether the insufficiency of the stamp duty might not be a flaw in the title, the answer seems to be that, so long as the stamp is sufficient to cover the amount shewn in the affidavit to be the value of the estate, it must be taken for all purposes of stamp duty to be sufficient. Moreover, a purchaser is not bound to assume that the estate was undervalued because a particular part of it fetches more than the total value at which it was sworn. There may have been deductions made for debts and other matters as to which he has no information. Upon the whole, it would seem to be safe for purchasers of leaseholds to leave the payment of estate duty to the executors.

AN APPLICATION for the new trial of an indictment tried at quarter sessions or assizes is so seldom heard of that practitioners are apt to lose sight of the fact that such procedure exists at all. This week at the Old Bailey, a defendant, who had been arraigned and pleaded guilty to an indictment for obtaining money by false pretences, was brought up for sentence. An application was then made, and granted by the Recorder, to further postpone sentence until next sessions in order to give counsel for the defendant an opportunity of moving the High Court for a new trial. Into the merits of the particular case it would not be advisable, probably, to enter at present, but it appears to be

settled that a new trial cannot be granted in any case of felony. In a case of misdemeanour, however, a new trial may be ordered. If the indictment has been preferred in the King's Bench Division, or removed by *certiorari* into that division, a new trial may be granted by a Divisional Court on the ground of misdirection, improper reception or rejection of evidence, or for any cause where the court is satisfied that justice demands it. When the power of ordering new trials in civil motions tried in the King's Bench Division was transferred from that division to the Court of Appeal, the jurisdiction to order new trials in criminal cases was expressly reserved to the Divisional Court. When a case of misdemeanour has been tried at sessions or assizes, then, after verdict and before judgment, a motion may be made to the King's Bench Division for a new trial. When justice demands it, it appears that the court has discretion to grant or refuse a new trial in such cases. There does not appear, however, to be any power in the court to grant a new trial where judgment has actually been passed. In case of a miscarriage of justice, the only remedy apparently would then be a petition for a pardon. Application for a new trial is made by motion for a rule nisi, and the defendant must be present in court unless he is in custody or is liable only to a fine. As a general rule, it is only after a conviction that a new trial will be granted. After an *acquittal* it appears that a new trial will only be granted where the verdict was obtained by the fraud of the defendant, or by the defendant causing witnesses to absent themselves. The motion for a new trial is made upon the judge's notes or upon affidavit, or both. There is no appeal from the order of a Divisional Court granting or refusing a new trial.

THE PRIVY Council appeal of *Wallis v. Solicitor-General for New Zealand*, which was reported at length in the *Times* of the 16th of February, did not apparently arouse any attention here; but recent communications from New Zealand shew that the judgment of the court, delivered by Lord MACNAGHTEN, has excited considerable feeling in that colony. The chief grievance, apparently, is that the judgment suggests that the New Zealand court was deferring to the wishes or policy of the executive. A trust of land granted by the Crown for erecting a college had failed, and the trustees desired to have a fresh scheme settled on the doctrine of *cy-près*. The New Zealand court allowed the Crown law officer, who was a defendant, to amend his defence by introducing an allegation that "the executive government has determined . . . that any departure from the precise terms of the grant by the application *cy-près* of the . . . land and funds, without the assent of the Parliament of the colony, would contravene the terms of the . . . cession and be a breach of the trust thereby confided in the Crown." "We see great difficulty," said the New Zealand Court of Appeal, "in holding that in such circumstances the court could or ought to interfere." In reference to this Lord MACNAGHTEN said: "The proposition advanced on behalf of the Crown was certainly not flattering to the dignity or the independence of the highest court in New Zealand, or even to the intelligence of Parliament. What had the court to do with the executive? Where there was a suit properly constituted and ripe for decision, why should justice be denied or delayed at the bidding of the executive?" Lord MACNAGHTEN's judgments frequently have the unusual merit in such compositions of furnishing lively reading, but on this occasion the result has been to raise a judicial storm on the other side of the world, and the New Zealand judges have replied by a formal protest in which they repudiate the aspersions upon themselves and charge the Judicial Committee generally with ignorance of New Zealand laws. The charge of ignorance need not be taken too seriously. The judges who sit in Downing-street in the room which, for want of a better, passes as a court, probably do not pride themselves on knowing the laws and legal systems of all the colonies and dependencies from which appeals come. If they sometimes shew ignorance, it is more reasonable to blame the counsel who have omitted to elucidate the precise laws bearing on the points in dispute. But the feeling which has been aroused is an unfortunate matter, and means will doubtless be found on this side of explaining whatever was calculated to irritate.

THE RELAXATION which—apart from recent judicial developments—the law has undergone in favour of trade unions is subject to important limitations. In particular the Trade Union Act, 1871, while in general legalizing the objects of trade unions, expressly provides that the court shall not, by virtue of the Act, be enabled to entertain legal proceedings for enforcing certain classes of agreements, including agreements between members of a trade union as such concerning the conditions on which the members shall transact business or be employed, and agreements for the application of benefit funds. Hence, such agreements have to be tested by the ordinary law apart from the statute, and if the objects of an association are in themselves illegal so as to make the association illegal, such agreements as those mentioned above are not enforceable. This is the case with an association the main purpose of which is in restraint of trade, as an ordinary trade union, and hence in *Rigby v. Connell* (28 W.R. 650, 14 Ch. D. 482) it was held that a member who had been expelled could not sue to participate in the benefits of the union. Where, however, the objects of the society are not in the main in restraint of trade, as in the case of a friendly society, then *Sucaine v. Wilson* (38 W.R. 261, 24 Q.B.D. 252) shews that a member is not debarred from suing for his share of the benefits of the society by the fact that particular rules are in restraint of trade. The recent case of *Cullen v. Elwin* (*Times*, 28th ult.) illustrates the difficulty there may be in deciding to which class any particular society belongs, but it was held that one rule in particular dominated the rest, and sufficiently shewed that the real object of the society in question—a tailors' union—was in restraint of trade. This rule provided that during slack seasons a fair and equitable division of trade should be compulsory in all shops, and contained numerous regulations as to the conditions under which work was to be done. There was power to expel members infringing the rule. The Divisional Court (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) came to the conclusion that this rule made the society an illegal one apart from the statute, and hence the plaintiff was debarred from suing for his share of the benefits of the society.

THE CASE of *Kirkland v. Peatfield* (*ante*, p. 420), before WRIGHT, J., recently, is another illustration of the effect of section 8 of the Real Property Limitation Act, 1874, in cutting down to twelve years the period allowed for suing on a covenant if the money sued for is also secured upon land. The section provides that no action shall be brought to recover any sum of money secured by any mortgage, or otherwise "charged upon or payable out of any land," but within twelve years after a present right to receive the same shall have accrued to some person capable of giving a discharge, with a saving for acknowledgment and part payment. According to the decision in *Sutton v. Sutton* (31 W.R. 369, 22 Ch. D. 511), the effect of the section is to bar all remedies to recover the money; and hence, where money is secured by a charge on land and also by covenant, the remedy on the covenant must be prosecuted within twelve years, and the time is not extended to the twenty years allowed by 3 & 4 Will. 4, c. 42. In a case where the mortgage covers a reversionary interest, the result, apparently, may be to bar the personal action, without preventing the mortgagee from asserting his right to the interest in land when it falls into possession. In *Kirkland v. Peatfield* (*supra*) the defendants were entitled to a reversionary interest in the proceeds of land which had been given on trust for sale at the death of the tenant for life. They mortgaged this interest in 1881, with a covenant for payment of the mortgage debt and interest. No interest was paid after the 18th of October, 1882, and the mortgagee commenced an action on the covenant on the 7th of October, 1902, the tenant for life being then still living. An attempt was made to shew that the mortgaged interest was personally and not within section 8, but it was decided in *Bouyer v. Woodman* (L.R. 3 Eq. 313) that the proceeds of land given upon trust for sale fall within the expression "money payable out of land" in section 42 of the Real Property Limitation Act, 1833, and the interest in question, therefore, was within the words of section 8 of the Act of 1874. This being so, the action on the covenant was barred, though *Hugill v. Wilkinson*

(38 Ch. D. 480) seems to shew that this circumstance does not affect the mortgagee's remedy against the mortgaged property.

A CASE which has just been heard before the Fifth Chamber of the Tribunal of the Seine illustrates the marked difference between the law of France and England with regard to the sale of domestic animals. The English courts are familiar enough with actions arising out of the sale of horses, but it can scarcely be said that there is any special law in England with regard to the sale of domestic animals apart from the general law regulating the sale of chattels. This is not the case in France. By article 1641 of the Code Civil, there is an implied warranty upon the sale of chattels against latent defects which render the thing sold unfit for the purpose for which it was destined, or which so far diminish its value that the purchaser, if he had known of them, would either have refused to purchase the article or would have given a lower price for it. The interpretation of this clause gave rise to much difficulty in the sale of domestic animals, and on the 2nd of August, 1884, a law was enacted with regard to the sale and exchange of domestic animals which is still in force. By this law, in the absence of express contract, the expression "latent defects" was to be taken to include, in the case of horses, asses, and mules, "glanders," "farcy," "roaring," "crib-biting," and some other defects, and these latent defects are sufficient ground for an action for the rescission of the contract. The common law of England, which, in the absence of an express warranty, applied the maxim "*caveat emptor*" to the sale of a chattel, and made no difference, where there was no evidence of fraudulent concealment, between latent and patent defects, has been to some extent affected by the Sale of Goods Act, 1893, and by the Adulteration Acts. But it does not seem to have occurred to the Legislature of this country that the buyer of domestic animals required any extraordinary protection. This is the more remarkable as the Legislature has again and again had to make laws restricting the sale of animals suffering from infectious or contagious diseases.

IN THE RECENT case of *Keane v. Nash* the Court of Appeal gave full effect to the principle previously laid down in the case of *Leech v. Life and Health Assurance Association* (49 W.R. 482; 1901, 1 K.B. 707)—namely, that an appeal will not lie to the Court of Appeal under clause 4, Schedule II., of the Workmen's Compensation Act, 1897, except on a question of law submitted to and determined by the county court judge at the instance of an arbitrator under the Act, or in any case where the county court judge himself acts as such arbitrator and in that capacity settles the matter referred to him. In the case under consideration the Court of Appeal was asked to entertain an appeal from the order of a county court judge refusing to direct the registrar to review his taxation of the defendant's costs; while in *Leech v. Life and Health Assurance Association* (*supra*) the appeal was against the refusal of a county court judge to direct insurers to pay insurance money into the Post Office Savings Bank in accordance with the provisions of subsection 5 of section 1 of the Workmen's Compensation Act, 1897. Though, obviously, in neither of the above cases does an appeal lie direct to the Court of Appeal from the county court, it is submitted that, in both of them, and indeed in all "matters" which do not fall under Schedule II., clause 4, of the Act, an appeal lies to the Divisional Court, under section 120 of the County Courts Act, 1888, which expressly enables the High Court to entertain an appeal with regard to any "matter" with which the county court judge has dealt in the exercise of his jurisdiction: *Knieston v. Northern Employers' Mutual Indemnity Co.* (50 W.R. 704; 1902, 1 K.B. 880), *Morris v. Northern Employers' Mutual Indemnity Co.* (50 W.R. 515; 1902, 2 K.B. 165).

AT A TIME when more than ordinary attention is attracted to the subject of emigration to the colonies, a notice just issued by the guardians of one of the metropolitan parishes will be read with much interest. This notice is to the effect that the guardians, in the exercise of the powers conferred by 13 & 14 Vict. c. 101, s. 4, are about to arrange for the emigration of a number of orphan

and deserted children. Section 4, which is perhaps not sufficiently known, enables the guardians of any union or parish, under certain conditions, to expend money in and about the emigration of any poor orphan or deserted child under the age of sixteen. A permanent body, such as the guardians of a large metropolitan union or parish, has particular advantages in making inquiry as to what is a proper place for the settlement of those whom it assists to emigrate, and, with regard to the emigrants, it must be an advantage to become acquainted with their adopted country at the earliest possible age. And there are, of course, circumstances in the lives of pauper children which make the prospect of a life in another land more attractive than it is in ordinary cases.

## The Effect of "Conclusive Evidence."

THE decision of BYRNE, J., in *Re Walker & Smith (Limited)* (*Times*, 30th ult.) would hardly call for comment but for the tendency that is sometimes shewn to deprive clear words used by the Legislature of their natural effect. The question in the case was whether, when a statute says that the certificate of a public official is to be "conclusive evidence" of specified matters, the certificate is to be in fact conclusive or not. Possibly the statement of the question in this form reduces it to an absurdity, but it seems to be perfectly fair. The point formerly arose upon section 18 of the Companies Act, 1862, which provided that the certificate of incorporation of a company given by the registrar should be conclusive evidence that all the requisitions of the Act in respect of registration had been complied with. One of the requisitions of the Act was that there should be delivered to the registrar a memorandum of association which had to be signed by not less than seven persons. Hence it was not an unnatural inference that the certificate of incorporation was conclusive evidence that a memorandum so signed had been delivered, and in the earlier cases this inference was unhesitatingly accepted. "I think," said Lord CHELMSFORD, C., in *Oakes v. Turquand* (L. R. 2 H. L., p. 354), "the certificate prevents all recurrence to prior matters essential to registration, amongst which is the subscription of a memorandum of association by seven persons, and that it is conclusive . . . that all previous requisites have been complied with." Nevertheless, in *Re National Debenture Corporation* (39 W. R. 707; 1891, 2 Ch. 505) KEKEWICH, J., held that it was permissible to go behind the certificate and to inquire whether the memorandum had been in fact signed by seven persons, and since in that case he found that it had been signed by six only, he decided that the company had never been incorporated.

In the Court of Appeal the decision of KEKEWICH, J., on the law seems to have been treated as correct, though on the question of fact it was considered that there had been seven signatories. The point relied on was that the requirement of signature by the right number of persons is made by the statute an essential to the formation of the company. But since the same statute prescribes what shall be conclusive evidence of the fulfilment of this requirement, the point seems to have nothing in it. And the reason is obvious. The framers of the Act must have foreseen the inconvenience that would ensue if it should be permissible after any length of time to throw doubt upon the due constitution of a company, and, to avoid this inconvenience, the duty of seeing that all requisitions had been complied with was imposed upon the registrar. It is useless to labour the point, for it is sufficiently clear in itself, and that such is the proper meaning of the provision has been recognized by section 1 of the Companies Act of 1900, which replaces section 18 of the Act of 1862, and says expressly that the certificate of incorporation is to be "conclusive evidence that all the requisitions of the Companies Acts in respect of registration, and of matters precedent and incidental thereto have been complied with, and that the association is a company authorized to be registered and duly registered under the Companies Acts." This removes all possible doubt as to the efficacy of a certificate of incorporation.

But the question as to the effect of a statute in making evidence conclusive has also arisen under section 15 of the

Companies Act, 1867. That section provides that when an order of the court has been made confirming a reduction of capital, "the registrar shall certify under his hand the registration of the order and minute, and his certificate shall be conclusive evidence that all the requisitions of this Act with respect to the reduction of the capital have been complied with." Now, the first requisition is contained in section 9, and the effect is that a company, in order to reduce its capital, must be authorized to do so by its articles either as originally framed or as altered by special resolution. If the company is thus in a position to take advantage of the Act, it may pass a special resolution for reduction, and may then apply to the court for an order confirming the reduction. All these, then, are requisitions which have to be complied with, but if the registrar gives his certificate, section 15 says expressly that it shall be conclusive, and hence it cannot be necessary afterwards for anyone to inquire whether the company had power to reduce its capital, or whether a special resolution for reduction was duly passed, or whether the sanction of the court was obtained. Such matters are carefully examined into at the time, and should a mistake occur, and compliance with such registration fail, it is certainly far better to treat the non-compliance as cured by the registrar's certificate than to compel all companies which have reduced their capital to be prepared at any time to prove that the reduction was duly made.

This is so plain that it is safe to say no doubt would ever have been raised as to section 15 of the Companies Act, 1867, but for the decision in *Re National Debenture Corporation* (*supra*) on section 18 of the Act of 1862. It was held, however, in *Ladies' Dress Association v. Pulbrook* (49 W. R. 6; 1900, 2 Q. B. 376), and has now been held again in *Re Walker & Smith (Limited)* (*supra*), that the Act of 1867 is to have its natural effect, and that irregularities in the proceedings for reducing capital cannot be brought forward after the registrar's certificate has been given. In the former case there had been an irregularity in the special resolution for reducing capital, inasmuch as an interval of fourteen days had not elapsed between the passing of the first and of the confirmatory resolution. But this was a matter which the court declined to go into. "Sections 15 and 16 of the Companies Act, 1867," said VAUGHAN WILLIAMS, L.J., "clearly shew that the certificate of the registrar is conclusive, and, if there was any irregularity with regard to the passing of the resolution confirming the resolution to reduce the capital of the company, we have no power to inquire into it." In the present case of *Re Walker & Smith (Limited)* the irregularity was carried a step further back. The company had under its original articles no power to reduce its capital, and it had not taken power by special resolution. The case was therefore a stronger one than the former for going behind the certificate, if that were permissible. But BYRNE, J., held that the language of section 15 was too clear. The registrar had given his certificate, and this ended the matter. The decision will tend to make it possible to assume that Acts of Parliament mean what they say.

## Reviews.

### Evidence on Commission.

THE TAKING OF EVIDENCE ON COMMISSION, INCLUDING THEREIN SPECIAL EXAMINATIONS, LETTERS OF REQUEST, MANDAMUS, AND EXAMINATIONS BEFORE AN EXAMINER OF THE COURT. By W. E. HUME-WILLIAMS, K.C., and A. ROMER MACKLIN, B.A., LL.B., Barrister-at-Law. SECOND EDITION. Stevens & Sons (Limited).

The subject of taking evidence on commission is attended with a good deal of technicality, and the profession will be glad to see a new edition of Messrs. Hume-Williams and Macklin's book. The first point which the practitioner has to decide when he desires to secure evidence from abroad is whether he will apply for a commission or a special examination, or whether the law of the foreign country forbids any such exercise of legal functions, so that it is necessary to invoke the assistance of the foreign court by letters of request. It is now well understood that letters of request are essential in Germany, and the authors place Spain in the same category, while they advise that the same procedure should be followed in Switzerland, and apparently also in France. Other countries have not yet definitely declared themselves against the

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taking of evidence under an English commission. The relative advantages of a commission and a special examination are pointed out in Chapter I., and in Chapter II. the procedure for obtaining the desired order is described. The various points which have to be proved before the application will be granted—that the examination abroad will be effective, that the witnesses to be examined are material, and so forth—are usefully tabulated and explained, so that the practitioner can readily prepare the affidavit upon which the application is based. It has been held in *Re Shaw & Ronaldson* (1892, 1 Q. B. 91) that an order for a commission cannot be made in a voluntary arbitration, and the authors refer to an unreported case of *Bright v. River Plate Construction Co.* in 1900, in which Cozens-Hardy, J., attempted to supply the defect. An action was brought and then all proceedings in the action stayed except for the purpose of an application for a commission. The efficacy of this procedure was not tested, for in the Court of Appeal it was held that there was no case for a commission. But the authors suggest that, had the evidence been obtained, it would have been useless, since it would have been available only in the action, and not in the arbitration. Later chapters of the book describe the procedure during examination, and after examination and up to trial, and deal with other modes of taking evidence out of court. The appendices contain the statutes, rules and orders, and a collection of forms and precedents. Altogether the work will be found very useful in cases where evidence has to be taken out of court either here or abroad.

### Books Received.

A Selection of Leading Cases on Various Branches of the Law, with Notes. By JOHN WILLIAM SMITH. The Third and Fourth Editions by the Right Hon. Sir JAMES SHAW WILLES and Sir HENRY SINGER KEATING, Justices of the Court of Common Pleas. The Fifth and Sixth Editions by FRED PHILIP MAUDE and THOMAS EDWARD CHITTY, Barristers-at-Law. The Seventh, Eighth, and Ninth Editions by the Right Hon. Sir RICHARD HENRY COLLINS, Master of the Rolls, and ROBERT GEORGE ARBUTHNOT, Barrister-at-Law. The Eleventh Edition. By THOMAS WILLES CHITTY, a Master of the Supreme Court, Barrister-at-Law; JOHN HERBERT WILLIAMS, LL.B., and HERBERT CHITTY, M.A., Barristers-at-Law. In Two Volumes. Sweet & Maxwell (Limited).

### Correspondence.

#### Estate Duty—Vendor and Purchaser.

[To the Editor of the *Solicitors' Journal*.]

Sir,—Will you do us the kindness to give us your views on the question whether a purchaser of leasehold, whether from an executor or legatee, is bound to see that sufficient estate duty has been paid?

For example: A. died in 1895, and gave all he possessed to his wife B. His estate was sworn at the "gross" value of (say) £800. B. died in 1896 and gave her property to two sons, and appointed one of them to be executor. Her estate was sworn at (say) £700. The executor is now selling a part of her property for £1,000, keeping in hand another part of some £400 or £500 more. The two estates were clearly undervalued.

By section 5 of 23 Vict. c. 15, it is provided that duties payable on probates and administrations "shall be a charge or burden upon the property in respect of which the same are so payable."

The Bank of England used to act on this, and refused to allow stocks to be transferred in excess of the amount covered by the probate duty unless the proper steps were taken to shew that some part was trust property.

The Finance Act, s. 6 (2), provides that the executor shall pay estate duty in respect of all personal duty (wherever situate), and it is payable out of the estate: *Re Culverhouse, Cook v. Culverhouse* (*SOLICITORS' JOURNAL*, 1896, p. 374; 1896, 2 Ch. 251). This would seem to imply that a purchaser is not liable for the duty, but is he under any obligation to see that the probate, which forms part of his title, is sufficiently stamped for estate duty?

Since 1888, vendors cannot protect themselves against a purchaser's requirement to have a deed stamped. Can they do so as regards insufficient estate duty?

And where, as in the case we put, the duty is manifestly insufficient, what is a purchaser's duty?

DALLIMORE & SON.

316, Camberwell New-road, London, S.E., April 28.

[See observations under "Current Topics."—ED. S.J.]

### Longevity in the Legal Profession.

[To the Editor of the *Solicitors' Journal*.]

Sir,—I am obliged to my friend Mr. Hargraves. I will have a search made, as he suggests, and if it turns out that a barrister called

in 1800 appeared in the *Law List* for 1877, he would beat the record. But Mr. Dawes, who was admitted a solicitor in 1795, and took out his certificate for 1871, was alive in the latter year. Does Mr. Hargraves believe that any of the barristers (called over sixty years ago) in the 1903 *Law List without addresses are alive?* FRANCIS K. MUNTON, Montpelier House, Twickenham, April 29.

### Points to be Noted.

#### Company Law.

**Debentures—Receiver—Electric Light.**—Any judicial contribution as to the rights, duties, or liabilities of receivers or liquidators in respect of rates, taxes, gas, water, or electric light supply is received with gratitude by those officials and by the legal profession. In a debenture-holders' action a receiver was appointed by the court of the company's undertaking and property. The order directed the company to deliver to the receiver possession of the property "so far as is necessary for the purpose of such receivership," and he accordingly took possession. He found that the company's electric lighting bill was largely overdue. It was held that the electric light company was entitled to discontinue the supply until the receiver had entered into a new contract with it for the supply of currents.—*HUSKEY v. LONDON ELECTRIC SUPPLY CORPORATION* (C.A., Feb. 6, 1902) (1902, 1 Ch. 411).

**Debentures—Directors Appointed as Receivers and Managers—Right to Remuneration in Both Capacities.**—Directors of a company were entitled to remuneration under the articles of association. The court appointed them receivers and managers in a debenture-holders' action and allowed them a remuneration for acting in that capacity. Afterwards the company passed a resolution for voluntary winding up. Held, that in addition to the remuneration as receivers and managers the directors were entitled to their remuneration under the articles up to the date of the resolution, although their duties as directors had become less onerous by their appointment as receivers and managers.—*RE SOUTH WESTERN OF VENEZUELA (BARQUISIMETO) RAILWAY CO.* (Buckley, J., Feb. 18, 1902) (1902, 1 Ch. 701).

**Transfer of Shares, Stock, or Debentures—Alteration after Execution.**—In a mortgage by deed of freeholds the name of "William" G. was given as one of the mortgagees. This was a misdescription of a person called "Edward Thomas" G. The mortgagor, but not any of the mortgagees, executed the deed. After execution some person unknown erased "William" and substituted "Edward Thomas," and it was held that, in the absence of fraud, the deed was not avoided by the alteration. The case requires to be noted as the effect of altering deeds has been considered in connection with blank transfers, but there are some observations in the judgment suggesting "that, in considering whether an alteration is material or not," regard must be had "to the particular instrument to see what its purport is and what its office is." As a rule, transfers of shares, &c., are required to be executed by the transferee, but this is not invariably the case.—*RE HOWGATE AND OSBORN'S CONTRACT* (Kekewich, J., Jan. 25, 1902) (1902, 1 Ch. 451).

#### Common Law.

**Partnership—Scope of Authority—Wrongful Act of One Partner—Liability of Firm.**—The plaintiff and the defendants were grain merchants and competitors in business. The defendant firm consisted of two members, H. and S., but in fact the whole management of the business was left in the hands of H. This action was brought to recover damages against the defendants for having induced a clerk of the plaintiff to betray his master's confidence by disclosing to the defendants matters with regard to the plaintiff's business. The jury found (*inter alia*) that H. had by bribery induced the clerk to break his contract of service by dishonestly disclosing to H. knowledge obtained by him in regard to secret and confidential matters of his master's business; that H. so acted believing that he was acting in the interest of his firm; that it was in the course of the business of the firm to legitimately obtain information as to the business done by competing firms; and that the firm had profited by H.'s action. Substantial damages were given against the defendants. Held, by the Court of Appeal, affirming Kennedy, J., that as it was within the scope of H.'s authority to obtain the information he did by legitimate means, and he had obtained that information by illegitimate means, both partners were liable in damages for the wrongful action of one of them.—*HAMLYN v. JOHN HOUSTON & CO.* (1903, 1 K. B. 81).

A moot of the Gray's-inn Moot Society will be held in Gray's-inn hall on Monday, the 4th of May, at 8.15 p.m., before the Hon. Mr. Justice Byrne. The question will be "Was *Farebrother v. Wodehouse* (23 Beav. 18) well decided?" All members of the four Inns of Court are invited to attend the moots, and to take part in the arguments.

## Result of Appeals.

### House of Lords.

Scottish Provident Institution *v.* Allan. Fully heard. Interlocutor appealed from affirmed, and appeal dismissed with costs.

### Appeal Court I.

(From County Courts.)

Vamplew and Others, Applicants *v.* Parkgate Iron and Steel Co. (Limited), Respondents. Appeal of applicants from award of County Court (Yorkshire, Rotherham) (set down Feb. 27, 1903). Dismissed with costs. April 24.

Pomfret (Widow and Others), Applicant *v.* Lancashire and Yorkshire Railway Co., Respondents. Appeal of respondents from award of County Court (Lancashire, Manchester) (set down April 1, 1903). New trial ordered. April 24.

Giles, Applicant *v.* Belford, Smith, & Co., Respondents. Appeal of respondents from award of County Court (Middlesex, Bow) (set down April 7, 1903). Dismissed with costs. April 24.

Rothwell, Applicant *v.* Davies, Respondent. Appeal of respondent from award of County Court (Cheshire, Birkenhead) (set down Feb. 17, 1903). Dismissed with costs. April 24.

(New Trial Paper.)

John Hughes *v.* The Lord Mayor, Aldermen and Citizens of the City of Leeds. Application of defendants for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Grantham and special jury, Leeds (set down Aug. 14, 1902). Dismissed with costs. April 25.

(Motion.)

F. H. Thirlwall and Others *v.* J. Hay and Another. Application of plaintiffs for security for costs of appeal (No. 242, K.B. Final List). £10 ordered. April 27.

(Interlocutory List.)

Craig *v.* Bennett & Snyder. Appeal of defendant Bennett from order of Mr. Justice Bigham (set down April 8, 1903). Settled on terms. April 27.

Tugby & Co. (Limited) *v.* Day. Appeal of defendant from order of Mr. Justice Bigham (set down April 15, 1903). Allowed; costs to abide event. April 27.

De Ferneham *v.* Mori. Appeal of defendant from order of Mr. Justice Bigham (set down April 15, 1903). Short cause list; costs in cause. April 27.

Underwood & Son *v.* Lloyd (Limited). Appeal of defendants from order of Mr. Justice Phillimore (set down April 15, 1903). Allowed with costs. April 27.

Ditton *v.* Reading. Appeal of defendant from order of Mr. Justice Bigham (set down April 17, 1903). Allowed with costs. April 27.

(New Trial Paper.)

Allison *v.* The Imperial and Foreign Investments Corporation (Limited). Application of defendants for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Grantham and a special jury, Leeds (set down Aug. 25, 1902). Dismissed with costs. April 28.

Maddison *v.* Rhodes. Application of plaintiff for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Gantham and a special jury, York (set down Nov. 5, 1902). Dismissed with costs. April 29.

Hemstead *v.* Clark. Application of plaintiff for judgment or new trial on appeal from verdict and judgment, at trial before Mr. Justice Walton and a common jury, Middlesex (set down Nov. 8, 1902). Dismissed with costs. April 29.

### Appeal Court II.

(General List.)

In re Margaret Bagnall, deceased. Chadwick and Another *v.* Emil de Jong and Others. Appeal of defendants Emil de Jong and E. H. Emil de Jong from order of the Vice-Chancellor of the County Palatine of Lancaster (set down August 2, 1902). Dismissed with costs. April 24.

Attorney-General and The Beckenham Urban District Council *v.* The South-Eastern and Chatham Railway Co. Appeal of plaintiffs from order of Mr. Justice Kekewich (set down August 17, 1902). Settled without costs. April 27.

In re Starley, deceased. Steer and Another *v.* Sturkey and Others. Appeal of defendant E. F. Bond from order of Mr. Justice Swinfen Eady (set down Dec. 11, 1902). Dismissed with costs on opening. April 27.

Reynolds *v.* Smith. Appeal of plaintiff from order of Mr. Justice Buckley (set down Dec. 18, 1902). Dismissed with costs. April 27.

In the Matter of the Companies Acts, 1862 to 1893, and in the Matter of The Ibo Investment Trusts (Limited). Appeal of Isodore Wyler from order of Mr. Justice Byrne (set down Dec. 18, 1902). Dismissed with costs. April 27.

(Interlocutory List.)

Divorce. Beecham, Josephine (Petitioner) *v.* Beecham, Joseph (Respondent). Appeal of petitioner from order of The President (set down March 27, 1903). Advanced by order; settled in private. April 28.

(General List.)

In re Brydone's Settlement. Cobb and Others *v.* Blackburne and Another. Appeal of defendant E. S. Blackburne from order of Mr. Justice Kekewich (set down Dec. 12, 1902). Allowed with costs. April 28.

St. Vincent Mercier *v.* Margaret Frances Mercier (Widow). Appeal of plaintiff from order of Mr. Justice Buckley (set down Dec. 24, 1902). Dismissed with costs. April 29.

(Original Motions.)

Radclyffe *v.* Woods. Application of defendants for security for costs of Appeal (No. 60, Chancery Final List). £20 ordered. April 29.

The Cornbrook Brewery Co. (Limited) *v.* The Law Debenture Corporation (Limited). Application of plaintiffs to restrain defendants registering deed pending appeal. Dismissed with costs. April 29.

[Compiled by MR. ARTHUR F. CHAPPLER, Shorthand Writer.]

\*\* Messrs. Mackrell, Maton, Godlee, & Quincey write us, with reference to the statement (*ante*, p. 451) that the appeal in *Re Raggett (Decedant)* was "allowed with costs," that "The appeal was by one defendant only, and from an order made in chambers by Mr. Justice Buckley. The appeal could hardly be said to have been allowed, since fresh evidence was brought forward which had not been before the judge, and the parties agreed that the court could not be asked, in view of this fresh evidence, to confirm the order which Mr. Justice Buckley had made confirming the compromise. It is not correct to say the appeal was allowed with costs, which conveys the meaning that the judge was wrong; whereas, of course, he had no opportunity of dealing with the matter on the fresh evidence which was before the court, and as to which, when it was produced, the plaintiffs and the defendants both agreed that the order of Mr. Justice Buckley should not stand, and the costs came out of the estate."

## Cases of the Week.

### Court of Appeal.

ELVIN *v.* WOODWARD & CO. NO. 1. 21st April.

MASTER AND SERVANT—EMPLOYERS' LIABILITY—ACCIDENT—COMPENSATION—"SCAFFOLDING"—PAINTERS' STEPS—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7, SUB-SECTION 1.

Appeal from an award of the Shoreditch County Court judge under the Workmen's Compensation Act, 1897. The applicant for compensation was a painter in the employment of Woodward & Co., who had contracted to repair and paint a house exceeding thirty feet in height. The applicant was employed in painting the house, and in order to paint a wall 10 or 11 feet high from the street he had to stand on a pair of ordinary painters' steps. These steps were eight feet high with ten flat steps and a board on the top upon which a man could stand while at work. The steps were supported by wooden uprights, and could be moved about. While the applicant was at work standing on the steps, they slipped, and he fell and was injured. At this time the main scaffolding which had been used in repairing the house had been taken down. The county court judge said that, in his opinion, the steps, though used at the time of the accident to support the man while doing the work, afforded no evidence that the house was being repaired by means of a scaffolding, and he made an award in favour of the employers; but if the court was of opinion that there was evidence on which he might find that the steps were a scaffolding, he awarded £1 a week.

The COURT (COLLINS, M.R., and STIRLING, L.J., dissenting).

COLLINS, M.R., said that the House of Lords in *Hoddinott v. Newton, Chambers, & Co.* (49 W. R. 380; 1901, A. C. 49) had placed a construction upon the word "scaffolding" in the Act which completely cut away the ground upon which he should, before that decision, have held that these steps could not be a "scaffolding." It was exceedingly difficult to find any principle of law to apply in such a case. In *Marshall v. Budeforth* (50 W. R. 596; 1902, 2 K. B. 175) this court held that it was impossible to say as a matter of law that a ladder which was placed against a house and was used for the work of repairing must be a scaffolding. On the other hand, in *Veazey v. Chatille* (50 W. R. 263; 1902, 1 K. B. 494) this court held that a contrivance called a crawling-board, used when repairing the roof of a building, might be a scaffolding. In the present case the county court judge had based his decision upon the assumption that the steps could not be a scaffolding within the meaning of the Act. His lordship could not agree with him. He could not draw any distinction in point of law between a staging consisting of planks placed across trestles, or even footstools, and painters' steps, which carried their own support with a top wide enough for a man to stand upon when at work. In his opinion the county court judge might have found either way. But he had said that if there was evidence that the steps were a scaffolding he would award £1 a week. His lordship could not say as a matter of law that those steps could not be a scaffolding. An award must therefore be made in favour of the applicant for £1 a week.

STIRLING, L.J., said that, guided by the opinions of the Law Lords in *Hoddinott v. Newton, Chambers, & Co.*, he asked himself whether an ordinary pair of painters' steps which were used to enable a painter to paint a wall out of his reach from the ground could fairly be described as a scaffolding. In his opinion they could not. He therefore thought that the county court judge was right.

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MATHEW, L.J.J., agreed with Collins, M.R.—COUNSEL, Ruegg, K.C., and Chester Jones; Arthur Powell, K.C., and Addington Willis. SOLICITORS, Shaw, Rocco, Massy, & Co.; Treadwell & Aylin.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

**ATKINSON v. LUMB.** No. 1. 21st April.

MASTER AND SERVANT—EMPLOYER'S LIABILITY—ACCIDENT—COMPENSATION—“ENGINEERING WORK”—WATERWORKS—CONSTRUCTING RESERVOIR AND LAYING SUPPLY PIPES—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7, SUB-SECTION 2.

Appeal from an award of the Todmorden County Court judge under the Workmen's Compensation Act, 1897. The applicant for compensation was a workman in the employment of a contractor, who had entered into a contract for the construction of a reservoir with filter beds, and for the laying of supply pipes for a water supply for Todmorden. The whole of the works were being executed under one contract. The reservoir was about two miles from Todmorden. Machinery driven by steam power was used in the construction of the reservoir. The laying of the pipes was commenced at a point about 600 yards from the reservoir and proceeded towards the reservoir. The pipe trench had been opened for about 100 yards towards the reservoir, and the pipe track between that point and the reservoir had been staked out. The pipes were unloaded from wagons on a temporary tramway by means of a hand crane. The applicant was employed in laying the pipes, and while at work the wire rope of the crane injured his hand. The question was whether the applicant at the time of the accident was employed on, in, or about “engineering work,” which section 7, sub-section 2, of the Workmen's Compensation Act defined as meaning “any work of construction or alteration, or repair of a railroad, harbour, dock, canal, or sewer, and includes any other work for the construction, alteration, or repair of which machinery driven by steam, water, or other mechanical power is used.” The county court judge was of opinion that the work of constructing the reservoir and laying the pipes was one entire work, and that as the construction of the reservoir was admittedly an engineering work, the applicant was employed “on, in, or about engineering work,” and was entitled to compensation. The employer appealed. Since the award the applicant had died, and his personal representatives were made respondents to the appeal.

The COURT (COLLINS, M.R., and STIRLING and MATHEW, L.J.J.) dismissed the appeal.

COLLINS, M.R., said that the word “work” in the definition of “engineering work” in section 7, sub-section 2, of the Act was used in two different senses. In the first part of the definition it meant the labour bestowed; in the second part it meant the thing upon which the labour was bestowed. In the second part, therefore, the words meant a physical thing which embraced certain physical area. The county court judge had found as a fact that the area of the physical thing, the engineering work, embraced the place where the workman was working when he was injured. Therefore he found that the man was injured while working on the engineering work. In his lordship's opinion there was evidence to justify that finding, and this court could not interfere. The case of *Middleton v. Middle District Committee of Berwick* (2 F. 392), in the Court of Session in Scotland, was very similar in its facts to the present case.

STIRLING and MATHEW, L.J.J., concurred.—COUNSEL, Adshead Elliott; E. Shortt. SOLICITORS, W. Hurd & Son, for Chapman & Brooks, Manchester; Firth & Co., for Craven & Garside, Todmorden.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

**STEVENS v. GENERAL STEAM NAVIGATION CO.** No. 1. 23rd April.

MASTER AND SERVANT—EMPLOYERS' LIABILITY—ACCIDENT—COMPENSATION—“FACTORY”—MACHINERY USED FOR UNLOADING SHIP IN HARBOUR—FACTORY AND WORKSHOP ACT, 1901 (1 EDW. 7, c. 22), s. 104—INTERPRETATION ACT, 1889 (52 & 53 VICT. c. 63), s. 38, SUB-SECTION 1—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), s. 7.

Appeal from an award made by the judge of the Southwark County Court under the Workmen's Compensation Act, 1897. The applicant for compensation was a workman in the employment of the General Steam Navigation Co. On the 24th of September, 1902, he was employed on board their steamer *Nautia*, which was lying in the River Thames, in the fairway about 150 feet from low water mark, discharging a cargo of steel plates into lighters alongside by means of her own cranes. Access to the ship for the workmen was by boat. The applicant was one of a gang of eight men engaged in the main hold unloading the ship. While they were doing so some steel plates fell on his leg and injured him. It was contended on behalf of the employers that the employment was not one to which the Workmen's Compensation Act, 1897, applied. It was admitted on behalf of the applicant that before the Factory and Workshop Act, 1901, he would not have been entitled to compensation, as the definition of “factory” in section 7, sub-section 2, of the Act of 1897, by reason of its reference to the provisions of section 23 of the Factory and Workshop Act, 1895, would not have covered the case; but it was contended that the definition of “factory” in section 7, sub-section 2, must now be taken, by reason of section 38, sub-section 1, of the Interpretation Act, 1889, as incorporating that which was made a factory by section 104 of the Factory and Workshop Act, 1901. It was admitted on behalf of the employers that, if section 104 of the Act of 1901 applied, the applicant was entitled to compensation. Section 7, sub-section 2, of the Act of 1897 defines a “factory” as having “the same meaning as in the Factory and Workshop Acts, 1878 to 1891, and also as including any dock, wharf, quay, warehouse, machinery, or plant to which any provision of the Factory Acts is applied by the Factory and Workshop Act, 1895.” The Factory and Workshop Acts therein mentioned have all been repealed

by the Factory and Workshop Act, 1901, s. 104, sub-section 1, of which provides that “the provisions of this Act with respect to (i.) power to make orders as to dangerous machines (section 17); (ii.) accidents . . . shall have effect as if every dock, wharf, quay, and warehouse, and all machinery or plant used in the process of loading or unloading or coaling any ship in any dock, harbour, or canal were included in the word factory . . .” By sub-section 2 “harbour” is made, by reference to section 742 of the Merchant Shipping Act, 1894, to include navigable rivers. By section 38, sub-section 1, of the Interpretation Act, 1889, “where this Act or any Act passed after the commencement of this Act repeals and re-enacts, with or without modification, any provisions of a former Act, references in any other Act to the provisions so repealed shall, unless the contrary intention appears, be construed as references to the provisions so re-enacted.” The county court judge held that the word “factory” in section 7 of the Workmen's Compensation Act, 1897, now included machinery used in loading or unloading a ship in harbour, and he accordingly made an award of 17s. 6d. a week in favour of the applicant. The employers appealed.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.J.J.) dismissed the appeal.

COLLINS, M.R., said that in his opinion section 104 of the Factory and Workshop Act, 1901, was a re-enactment with modification of the repealed section 23 of the Factory and Workshop Act, 1895. It was none the less a “modification” of the repealed section because it extended its provisions instead of narrowing them. That being so, section 38, sub-section 1, of the Interpretation Act, 1889, made any references in section 7, sub-section 2, of the Workmen's Compensation Act, 1897, to section 23 of the Act of 1895 references to section 104 of the Act of 1901, which had been substituted for the former section. The definition of a “factory” in section 7, sub-section 2, of the Act of 1897 had thus been enlarged and included any machinery used in unloading any ship in a harbour. The result was that the employment in the course of which the applicant was injured by an accident now came within the Act of 1897.

STIRLING and MATHEW, L.J.J., concurred.—COUNSEL, Carew, K.C., and Maurice Hall; Thorn Drury and W. Valentine Ball. SOLICITORS, William Batham; H. Clifford Turner & Co.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

**VAMPLEW v. PARKGATE IRON AND STEEL CO. (LIM.)** No. 1, 24th April.

MASTER AND SERVANT—COMPENSATION FOR INJURIES BY ACCIDENT—“WORKMAN” CONTRACTOR—WORKMEN'S COMPENSATION ACT, 1897, ss. 1, 7 (2).

In this case the applicants for compensation claimed as being dependants of a workman who had met with a fatal accident in the course of his employment. The claim came before the judge of the Rotherham County Court in an arbitration under the Workmen's Compensation Act, 1897, and the question whether on the evidence the said arbitrator was right in holding that the deceased was employed as a contractor and not as a workman within the meaning of the Act, and awarding that the respondents were not liable to pay compensation. The evidence was to the effect that the deceased man worked for the respondent company at breaking steel and clearing cinders, being paid weekly by the ton; that he had five or six men under him whom he used to engage and discharge; and that the average amount of his weekly earnings was £4. For the applicants it was said that the county court judge had apparently intended to decide this case on the authority of *Simmons v. Faulds* (17 Times L. R. 352), where it was held that the applicant, a foreman bricklayer, was a sub-contractor to supply labour, and was therefore not within the Act. In a subsequently-decided case, *Evans v. The Penyfford Dinas Silica Brick Co.* (18 Times L. R. 58), in which the facts were more nearly similar to the present case, this court held that there was evidence upon which the arbitrator was justified in finding that the applicant was a “workman” and not a contractor.

COLLINS, M.R., said the question whether a man was a workman or a sub-contractor was a question of fact for the arbitrator to decide in each case if there was any evidence to justify the county court judge in arriving at his decision one way or the other on this point they could not interfere with his award. Viewed in that light the two decisions cited were clearly not at variance. The burden was on the applicants to show that there existed between the deceased and the respondents such a relation as brought the case within the definition of “workman” in section 7 (2) of the Act of 1897. The cardinal fact in deciding the question of compensation was that the Act dealt with the relation of employer and employee “in an employment to which this Act applies.” Entering into a contract to execute work for another did not necessarily constitute such a relationship as made the employer liable for the accident. In his opinion there was evidence on which the county court judge was justified in finding here that the relation of the deceased to the respondents was that of a contractor and not that of a servant. The appeal therefore failed.

STIRLING and MATHEW, L.J.J., concurred.—COUNSEL, Wilberforce; Ruegg, K.C., and A. Sims. SOLICITORS, Campion & Co., for Clegg & Sons, Sheffield; Hulse, Trustram, & Co., for A. Muir Wilson, Sheffield.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

**POMFRET AND OTHERS v. LANCASHIRE AND YORKSHIRE RAILWAY CO.** No. 1. 24th April.

MASTER AND SERVANT—COMPENSATION—DEATH BY UNEXPLAINED ACCIDENT—BURDEN OF PROVING THAT ACCIDENT “AROSE OUT OF AND IN THE COURSE OF THE WORKMAN'S EMPLOYMENT”—WORKMEN'S COMPENSATION ACT, 1897, s. 1 (1) (B).

This was an appeal by the railway company from an award of the county court judge of Manchester in favour of the applicants in pro-

ceedings under the Workmen's Compensation Act, 1897. The applicants were a widow and children of a man named Pomfret, who had been employed as a fireman on the railway, and met with his death through what the learned judge characterized in his judgment as "an unexplained accident." The deceased man had the right at the end of each day when he had finished his work to travel by a train to Newton Heath from the place where his day's work ended, and on his return each day to Newton Heath he was "booked off." On the 27th of December, 1902, he ended his duties as fireman at Charleston about 5 p.m., and got into a train running from Charleston to Newton Heath, and in some unexplained way fell out of the train and was found dead on the line. Counsel who appeared for the company in the county court did not suggest that the man had committed suicide, but said he would take it as found that the death was accidental. He also admitted that the man had the right to travel by the train, but he took the point that there was no evidence to show that the accident arose out of or in the course of the workman's employment, and therefore the company were not liable. The county court judge held that, as the defendants had admitted the accident and the employment having been admitted and as the defendants had not proved that the injuries arose from some cause which would relieve them from responsibility, the applicants were entitled to recover. The county court judge thus threw upon the company the onus of proving affirmatively that the accident did not arise out of or in the course of the man's employment. The company appealed on the ground that the judge on this point had misdirected himself in law and submitted that the statute clearly threw upon the applicants the onus of proving that the accident arose out of and in the course of the man's employment before they became entitled to compensation. There was no direct evidence to show how the man fell from the carriage, but the company suggested that as he was travelling alone it must have been from some act of carelessness on his part.

**COLLINS**, M.R., regretted that the court was not unanimous as to the inference to be drawn from the evidence and judge's notes in this case. He thought they were all of opinion that the case must go back. His view was that the learned judge had misdirected himself. In this case, as in every other case, the burden was thrown upon the plaintiff of proving all the conditions rendering the defendant liable under the statute. In this case a master was only liable to compensate a workman if the accident arose "out of and in the course of his employment." The principle upon which the judge seemed to have acted was simply that during the time that this man was in the employment of the master he met with an accident, and therefore, the master being in the position of an insurer by reason of the Act was rendered, on the happening of an accident to a workman in his employ, liable to pay compensation. But in his view of the statute that was a wrong principle upon which to make an award. The burden and the whole of the burden of proving every condition essential to relief rested upon the plaintiff and nobody else, and if the workman failed to prove that the accident which happened to him "arose out of and in the course of his employment" he failed to discharge that burden. It was not for them to draw inference of fact, and the case must therefore go back for the judge to reconsider it with liberty to take further evidence on this point if further evidence were forthcoming.

**STIRLING**, L.J., was of the same opinion. The right to compensation only accrued where a workman had suffered personal injury by accident, arising out of and in the course of his employment. The words "out of" were as essential of proof as the words "and in the course of his employment." In this case the applicant had failed to discharge the burden the statute had imposed as a condition precedent to the right to compensation.

**MATHEW**, L.J., expressed the opinion—that it was not a final one—that there was abundant evidence here to justify the award of the judge. If he had no evidence that this man had done no more than an ordinary passenger might do, he did not see how he could have resisted the conclusion he came to and gave compensation under the Act. Case remitted accordingly.—COUNSEL, C. A. RUSSELL, K.C., and A. SPENCER HOGG; RANDOLPH SOLICITORS, WOODCOCK, BYLAND, & PARKER, for C. MOORHOUSE, MANCHESTER; WHEATLEY, SON, & DANIELL, for COBBETT, WHEELER, & COBBETT, MANCHESTER.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

#### GILES v. BELFORD, SMITH, & CO. No. 1. 24th April.

**MASTER AND SERVANT—COMPENSATION—IRREGULAR EMPLOYMENT DURING THE TWELVE MONTHS PRECEDING ACCIDENT—AVERAGE WEEKLY EARNINGS—SCALE OF COMPENSATION—LAST PERIOD OF CONTINUOUS EMPLOYMENT—WORKMEN'S COMPENSATION ACT, 1897, SCHEDULE I., CLAUSE 1 (b).**

Appeal by the masters from an award of the judge of the Bow County Court, who had made an award in favour of the applicant, a stevedore's labourer, who met with an accident in the course of his employment, causing him personal injury which incapacitated him for work. The only question was as to the proper method of calculating the amount of compensation to which the applicant was entitled under Schedule I., clause 1 (b), of the Workmen's Compensation Act, 1897. The accident occurred on the 28th of November, 1902. The applicant had then been working for the employers, not continuously, but irregularly, for a period of more than twelve months. During the twelve months preceding the accident he had worked in every month except May, June, and July, during the whole of which three months he had been in hospital. In the other months he had worked for part of most weeks. In November, 1902, however, he did not work for the first ten days of the month. He worked on the 11th, and then continued working every day until the 28th, when the accident happened. The judge found as a fact that the nature of the applicant's employment was that of work under a daily contract, and he calculated the average weekly earnings, which were to be the basis of the compensation, by adding together the applicant's actual earnings for the eighteen days

from the 11th of November to the 28th of November, and dividing the total by three, the number of weeks into which the eighteen days extended. From an award made on this basis the masters appealed, on the ground that the proper method to have been adopted in this case was to add together the earnings of the applicant during the twelve months preceding the accident, and dividing the total by fifty-two or by the number of weeks in which he had actually worked.

**COLLINS**, M.R., in giving judgment, said the county court judge had found as a fact that there was a complete break in the applicant's employment before the 11th of November, and that the employment in question began on that date. That finding, in his opinion, disposed of the appellants' contention that the number of days the man had worked for them during the previous twelve months. It seemed to him that there was no difficulty in following the express provisions of clause 1 (b) in the first schedule to the Act. In *Jones v. Ocean Coal Co. (Limited)* (1899, 2 Q. B. 124) this court had decided that the word "employment" in the expression "in the employment of the same employer" meant a substantial continuous employment. It would be impossible for them now without overruling that and similar decisions to say that this workman had been in the employment of the employers for twelve months within the meaning of the schedule. The decision of the House of Lords in *Lysons v. Knowles* (1901, A. C. 79) that this Act applied to casual labourers did not interfere with the previous decisions of this court as to continuous employment. In his opinion the method of assessing the compensation adopted by the county court judge was right in this case and the appeal therefore failed.

**STIRLING** and **MATHEW** L.J.J., concurred. Appeal dismissed.—COUNSEL, RUEGG, K.C., and *Ellis Hill; Shakespeare*. SOLICITORS, *Watson, Son, & Room; Griffiths & Gardiner*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

#### ROTHWELL v. DAVIES. No. 1. 24th April.

**MASTER AND SERVANT—APPLICATION BY MASTER TO HAVE AWARD IN FAVOUR OF WORKMAN REVIEWED—ALLEGATION THAT IF WORKMAN SUBMITTED TO A SURGICAL OPERATION HE MIGHT REGAIN USE OF HAND—OPERATION ATTENDED WITH SOME RISK—REFUSAL OF ARBITRATOR TO MAKE ANY ORDER—WORKMEN'S COMPENSATION ACT, 1897, SCHEDULE I., CLAUSE 12.**

This was an appeal from the refusal of the county court judge at Birkenhead to review an award made some time ago under paragraph 12 of the first schedule to the Workmen's Compensation Act, 1897, whereby the workman had been awarded 17s. a week as compensation for personal injury. Proceedings under the Act were originally taken by Davies, who was a joiner's machinist, against his employer, Rothwell, to recover compensation for an accident that happened to him while he was planing some wood. The wood slipped in the machine and one of the fingers of his right hand was badly injured. Although the wound had healed, the bone protruded, and he was unable to earn the same wages as before. More than a year afterwards, the employer having requested the workman to submit to a surgical operation, which the workman declined to do except upon terms which the master did not accede to, commenced this arbitration asking that the weekly payment might be reviewed and diminished. At the hearing of the arbitration medical evidence was given to the effect that the proposed operation would probably be successful, but that it would be attended with a certain amount of risk. The county court judge refused to consider the matter in that light, and also refused to send the case to a medical referee to have the question decided whether the suggested operation was reasonable and likely to be successful. The master appealed. In support of the master's contention that the statute contemplated an injured workman taking all reasonable steps to insure recovery, necessary in his case from a medical point of view, two Scotch cases, *Anderson v. W. Baird & Co. (Limited)* (40 Scottish L. R. 263) and *Dowde v. Dennis & Son* (40 Scottish L. R. 239), were cited.

The Court, without calling upon counsel for the workman, dismissed the appeal.

**COLLINS**, M.R., said this was a perfectly hopeless appeal. The doctors all agreed that there was some risk attending the operation. What would be the feelings of the judge who had forced a man to undergo against his will an operation that proved fatal? For himself he certainly should not like to take such a responsibility on his shoulders, and therefore he thought the learned judge was perfectly justified in refusing to consider such evidence. He was surprised that such an appeal had been brought on behalf of the insurance company, who were really the appellants in this case, and who alone would benefit pecuniarily if the operation was performed.

**STIRLING** and **MATHEW**, L.J.J., concurred.—COUNSEL, RAWLINSON, K.C., W. J. LIAS; PICKFORD, K.C., and OTTER-BARRY. SOLICITORS, J. W. THOMPSON & MCMASTER, LIVERPOOL; THOMPSON & HUGHES, BIRKENHEAD.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

#### High Court—Probate, &c., Division.

##### WHITING v. TURNER. Bucknill, J. 24th and 27th April.

**PROBATE—EXECUTION OF WILL—ATTESTATION CLAUSE—PRESUMPTION.**

This was a probate action arising out of the testamentary dispositions of the late Mme. Juliette Antoinette Whiting, of Lavender-hill, S.W., who died on the 16th of June, 1902. The plaintiff, Mr. Henry Paul Whiting, the son of the testatrix, as one of the next-of-kin, prayed for an intestacy. The defendant, Juliette Elizabeth Marie, Lady Turner, the daughter of the testatrix, propounded, as residuary legatee, a holograph will, written in French, but executed according to English form, dated the 12th of October, 1895. The plaintiff alleged that the will was not duly executed according to the Wills Act, 1837, by reason of the deceased not

having signed or acknowledged her signature in the presence of two witnesses present at the same time. It appeared that the deceased was a Frenchwoman whose husband had died in 1894. On the 12th of October Mme. Whiting executed a holograph will in French in the presence of two female servants. It was headed "Mon Testament, 12 Octobre, 1895," and by it she left her property to her three children, the defendant being appointed residuary legatee and the testatrix's brother, M. Paul Brenot, executor. After the death of the testatrix a printed attestation form was found among her papers. There was a certain conflict of evidence as to whether the witnesses were present both at the same time, and a letter was put in by the plaintiff's counsel which it was contended shewed that there could have been no attestation clause in existence three days after the will purported to have been executed. If it was a question of the recollection of the witnesses, the court would act on the presumption that the will was duly executed. The following cases were cited in the course of the argument: *Blake v. Blake* (7 P. D. 102), *Gaze v. G.* (3 Curt. 456), *Gwillim v. Gwillim* (3 Sw. & Tr. 200), *Loyd v. Roberts* (12 Moo. P. C. 158), *Daintres v. Fausto* (13 P. D. 67 and 102), *In the Goods of Ashmore* (3 Curt. 756), *Faulds v. Jackson* (6 N. of Cas. Supp. 1).

BUCKNILL, J., in delivering judgment, after stating the facts, said that the will in dispute was on the face of it a perfectly valid document, a holograph will, in the French language. Among the testatrix's documents there was found a printed "Universal form of will" containing special instructions as to the attestation clause. The plaintiff's contention was that the will had not been signed by the testatrix in the presence of the two attesting witnesses, present at the same time, nor acknowledged by her to them. His lordship then reviewed the evidence of the witnesses, from which it appeared that their recollection was exceedingly hazy. It was suggested that the attestation clause had been added at a different time to that when the body of the will was written, but he did not accept that suggestion. He (the learned judge) found as a fact that the deceased understood what the attestation clause meant and must have been at some trouble to translate it from the "Universal form" of will into the French language. It was clear that the deceased understood what an attestation clause meant, and, in the absence of evidence to the contrary, it was to be presumed that that was done which was stated therein to have been done. But it was probable that it was done, as there was documentary evidence shewing that the deceased lady was very particular as to the way in which things were done, and he (the learned judge) felt justified in coming to the conclusion that she was also taking care to follow the requirements of English law, with regard to the necessary formalities of signing her will and having her signature properly attested. In these circumstances he had little doubt that the witnesses both saw the testatrix's signature before they themselves signed. Did she sign in their presence? What was the evidence to rebut the presumption that she did so? The statements of two persons, who, although perfectly honest witnesses, had no clear recollection of anything more than that they had signed their names on the will now propounded. The witness Stevens said she could not remember if she saw the deceased sign, and Casey said the same thing. That alone seemed to be sufficient for the decision of the case. In *Blake v. Blake* (7 P. D. 102) Lord Justice Holker (at p. 115) said: "The will is upon the face of it in due form, the lady who made the will was properly instructed as to what she had to do; she knew it was necessary to sign it before witnesses, and that they should sign in her presence. The attestation was in proper form; it is said that, all these matters being strictly correct, the maxim of law, *omnia presumuntur rite esse acta*, must apply. It was further said that the result should be the same, even though this finding would not be quite in accordance with the testimony of the witnesses. That might be the case if the witnesses who came forward to prove the will had been in doubt or could not remember whether they did or did not see the testatrix sign." In *Wyatt v. Berry* (1893, P. 5), Gorrell Barnes, J. (at p. 9) said: "The bearing of *Wright v. Sanders* n (9 P. D. 149) and *Loyd v. Roberts* (12 Moo. P. C. 158) appears to me to be quite clear. They really go to this—that where there is any doubt about the recollection of the attesting witnesses, when there is anything from which the court can fairly say that the will ought to be held to be good, and that the recollection of the attesting witnesses ought not to be relied on as against the will, the court may say that it is satisfied that the will was duly executed." In *Wright v. Sanderson* (9 P. D. 149) Fry, L.J. (at p. 163), said: "The codicil propounded is *ex facie* perfectly regular as regards all the formalities of signature and attestation. The presumption *omnia rite esse acta*, therefore, applies to the codicil. But the conduct of the testator, both in the preparation of the codicil and in the calling together of his witnesses, shews an anxious and intelligent desire to do everything regularly. That fact strengthens the presumption. That presumption is not, in my opinion, rebutted by the evidence of the two witnesses who think that the testator did not sign in their presence. . . . They were witnesses about whose honesty the learned President of the Probate Division entertained no doubt, but on whom he, who saw and heard them, felt that he could not rely to rebut the presumption which arises from the admitted facts of the case. The decisions cited in argument and referred to by the Lord Chancellor shew that the judges who have presided over the Court of Probate have long been accustomed to give great weight to the presumption of the execution arising from the regularity *ex facie* of the testamentary paper produced, where no suspicion of fraud has occurred. In so doing they have, in my opinion, acted rightly and wisely." In conclusion, the learned judge said the result was that he pronounced for the will of the 12th of October, 1895. With regard to the costs, he thought that the costs of all parties should come out of the estate.—COUNSEL, Bancks, K.C., and Bernard, for the plaintiff; Sir Edward Clarke, K.C., and Wilcock, for the defendant; Bayford, for parties cited. SOLICITORS, Frere & Co.; Boxall & Boxall.

[Reported by Gwynne Hall, Esq., Barrister-at-Law.]

## High Court—King's Bench Division.

**CORNFOOT v. ROYAL EXCHANGE ASSURANCE CORPORATION.**  
Bigham, J. 23rd and 24th Feb.; 1st and 22nd April.

**INSURANCE (MARINE)—POLICY—CONSTRUCTION—DURATION OF RISK—“THIRTY DAYS IN PORT AFTER ARRIVAL.”**

Action tried by Bigham, J., sitting with a jury. This was an action brought upon a policy of marine insurance to recover as for a total loss of the vessel *Inchespe Rock*. The plaintiff was one of the owners of the vessel, and the defendants were the underwriters. The risk in the policy was in writing and was as follows: "For a voyage from Portland, Oregon, by any route to Algoa Bay and for 30 days in port after arrival, however employed." The printed portion of the policy was in the ordinary Lloyd's form, which described the risk as running until the vessel "hath moored at anchor 24 hours in good safety." These words "24 hours" were struck out, and the words "as above" were written over them. The jury found the following facts: (1) That the vessel arrived in Algoa Bay at 10 a.m. on the 2nd of August, 1902; (2) that she was safely moored at anchor in the bay at 11.30 a.m., on the same day; and (3) that she was totally lost at 4.30 p.m. on the 1st of September. On the 22nd of April

BIGHAM, J., in a reserved judgment, said that there was one question to be determined, and that was, what was the meaning of the words "30 days," whether it was to be taken to mean 30 consecutive periods of 24 hours or 30 calendar days? The effect of striking out the words "24 hours" and writing in the words "as above" was to incorporate at this point the earlier written words. Thus the duration of the risk might be described as extending until 30 days after the ship's arrival and safe mooring at anchor in the bay. If the 30 days are to be calculated as periods of 24 hours beginning at 11.30 a.m. on the 2nd of August, the risk had run off at the time of the loss, otherwise if the 30 days are to be taken as meaning 30 clear calendar days. He did not suppose that there could have been any doubt about the duration of the risk if the policy had been issued in its original printed form, unaltered and without the written words. The risk would have lasted from 11.30 a.m. on the 2nd of August and from that moment until 11.30 a.m. on the 3rd of August. It could not have been contended that the first of the 24 hours did not begin to run until noon on the 2nd of August, for the period of time from 11.30 to 12.30 is as much an hour as the period of time from noon to 1 p.m. The expression "30 days" ought not to be read in a different way. No doubt the word "day" in some cases meant a period of 24 hours starting from midnight and ending at midnight. That would be a calendar day. He thought that the parties did not intend to use the word in that sense. The risk was to be a continuing risk. It was not to stop at 11.30 on the morning of the 2nd of August and then to revive at midnight, for that would have the effect of either imposing on the defendants a longer risk than they had bargained to undertake or of relieving them from liability during the hours from 11.30 a.m. on the 2nd of August until midnight. Neither party, he thought, intended to make such a contract. He was satisfied that the ship was an arrived ship within the meaning of the policy by 11.30, and that the risk was to run continuously from 11.30 a.m. on the 2nd of August until the expiration of the 30 days, and no longer. Judgment for the defendants.—COUNSEL, Hamilton, K.C., and Leek; Scrutton, K.C., and Loehnis. SOLICITORS, Botterell & Roche; Hollands, Sons, Coward, & Hawksley.

[Reported by W. T. Turton, Esq., Barrister-at-Law.]

**FORMBY v. LAMPET.** Div. Court. 27th April.

**LANDLORD AND TENANT—LEASE—COVENANT BY LESSEE TO PAY TAXES, RATES, AND ASSESSMENTS—EXPENSES OF PAVING ROAD—PUBLIC HEALTH ACT, 1875, s. 150.**

This was an appeal from the county court judge at Kingston. The following are the facts of the case: On the 2nd of October, 1879, certain premises were demised by the plaintiff to Edward Gordon for a term of twenty-one years. On the 22nd of May, 1899, Gordon assigned his interest to the defendant. On the 2nd of November, 1899, the defendant surrendered his lease to the plaintiff and was granted a new term for twenty-one years from the 29th of September, 1899. The lease contained a covenant in these words: "The lessee shall pay all rates, taxes, and assessments whatsoever which now are or during the said term shall be imposed or assessed upon the said premises or on the landlord or tenant in respect thereof by authority of Parliament or otherwise." The plaintiff's action was to recover the sum of £25 18s. 11d., being the apportionment under section 150 of the Public Health Act in respect of expenses incurred by the local authority in paving the road in front of the demised premises. The paving was done in January, 1897, notice of apportionment was given on the 3rd of January, 1902, and the demand of payment was made on the 3rd of May, 1902. The county court judge gave judgment for the plaintiff on the authority of *Foulger v. Arding* (50 W. R. 417; 1902, 1 K. B. 700). For the appellant it was contended that the terms of the covenant did not impose liability on the tenant, and *Foulger v. Arding* did not apply, as the words of the covenant were different. The case was covered by *Baylis v. Jigges* (1898, 2 Q. B. 315), the words of the covenant there being identical with the present one. Further, the work was done before the lease was entered into. Counsel cited the following cases: *Stock v. Makin* (48 W. R. 420; 1900, 1 Ch. 683), *Fowler v. Recker* (36 W. R. 544, 37 Ch. D. 535), *Suttee v. Westhouse* (1903, 1 K. B. 396), *Hirst v. Hirst* (4 Ex. 571), *Furber v. Stevenson* (48 W. R. 213; 1900, 1 Ch. 638), *Hartly v. Hudson* (4 C. P. D. 367, 28 W. R. Dig. 419), *Wilkinson v. Collyer* (32 W. R. 614, 13 Q. B. D. 51). For the plaintiff it was contended that the words of the covenant covered the case. The expense was an assessment imposed upon the landlord in respect of

the premises. The tenancy was a continuous one even though the original lease was surrendered. Counsel cited *Payne v. Burridge* (12 M. & W. 727) and *Thompson v. Tapworth* (16 W. R. 312, L. R. 3 C. P. 149).

THE COURT (Lord ALVERSTONE, C.J., and WILLS and CHANNELL, J.J.) allowed the appeal.

Lord ALVERSTONE, C.J.—This case has brought out the difficulty which arises when an attempt is made to find a way through the maze of cases for the purpose of laying down a definite rule. The charge in this case is for paving expenses, and the work was done two or three years before the lease, the apportionment being made three years after the lease was entered into. When *Foulger v. Arding* was before me, I thought words ought to be found imposing the liability on the tenant, and I came to the conclusion that the word "impositions" was not sufficient for that purpose. The Court of Appeal took a different view, and I think that the judgment of the Master of the Rolls has considerably impaired the weight of those cases in which the court declined to place the liability on the tenant. I do not think, however, that the case of *Foulger v. Arding* helps us here, as the terms of the covenant in that case are wider than those in the present case. I do not think that the terms of the present covenant are wide enough to impose the liability on the tenant.—COUNSEL, J. S. Green; N. O. Hodges. SOLICITORS, Gregson, Warham, Waugh, & Gregson; Ashley, Lumley, & Cooper.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

#### CONTINENTAL CAOUTCHOQUE AND GUTTA PERCHA CO. v. KLEINTWORT, SONS, & CO. Com. Court, 23rd and 27th April.

MISTAKE—MONEY PAID UNDER MISTAKE OF FACT—PAYMENT TO WRONG BANK.

This was an action brought to recover back a sum of £1,480 15s. 11d. paid by the plaintiffs to the defendants under a mistake of fact. The facts were as follows: Kramrisch & Co. carried on business in Liverpool as importers of rubber. The defendants, who were foreign bankers, were in the habit of making advances to Kramrisch & Co. on the security on the shipping documents of the rubber, and when the rubber arrived in this country the defendants continued the advances, holding the rubber itself as their security. When Kramrisch & Co. sold any part of the goods it was their practice to apply to the defendants for a corresponding delivery order, which the defendants gave them, thereby enabling Kramrisch & Co. to fulfil their contract of sale with their buyer. In exchange for the delivery order Kramrisch & Co. assigned to the defendants the right to receive the purchase-money; this assignment Kramrisch & Co. completed by a written notice to the buyer notifying that the money was to be paid to the defendants. Thus the defendants got in place of the rubber the right to receive the price from the buyer. When the buyer paid the price the defendants credited the amount to Kramrisch's account, and the transaction ended. Kramrisch & Co. also did business in this way with Brandt & Co. The plaintiffs were customers of Kramrisch & Co., and frequently bought parcels of rubber from them, and they were in the habit from time to time of paying the price to the defendants or to Brandt & Co. as the case might be in accordance with the directions given to them by Kramrisch & Co. In December, 1902, and January, 1903, the plaintiffs had bought from Kramrisch & Co. several parcels of rubber which had been held by the defendants as security for advances made to Kramrisch & Co. The defendants had parted with these parcels of goods, getting from Kramrisch & Co. an assignment of the right to receive the price, of which assignment express notice in writing had been given to the plaintiffs. The goods were delivered to the plaintiffs, and from time to time in the early part of January the plaintiffs made remittances to the defendants on account of the price, and there remained a balance of £1,246 14s. 8d. to be paid by the plaintiffs to the defendants. At this time the plaintiffs were also purchasers from Kramrisch & Co. of three other parcels of rubber amounting to £1,480 15s. 11d., against which advances had been made to Kramrisch & Co. by Brandt & Co.; and the plaintiffs were, by virtue of an assignment made by Kramrisch in favour of Brandt, under an obligation to pay the price of these parcels to Brandt. By an error of one of the plaintiffs' clerks the fact was overlooked that this £1,480 15s. 11d. was to go to Brandt & Co., and the remittances for the whole amount (the £1,246 14s. 8d. and the £1,480 15s. 11d.) were sent by plaintiffs to the defendants. Therefore the defendants received an amount (£1,480 15s. 11d.) which ought to have been sent to Brandt & Co. On the 7th of February Brandt & Co. wrote to the plaintiffs to know why the money for the three parcels of rubber, the £1,480 15s. 11d., had not been remitted to them in accordance with the undertaking created by the assignment. The plaintiffs then wrote to the defendants asking to have the matter put right by a return of the money. The defendants refused to return the money, alleging that in effect it had been paid over to Kramrisch & Co. or had been accounted for to them; and further that on the faith of the representation made by the plaintiffs that the money was available for Kramrisch & Co. in defendants' hands, the defendants had been induced to give fresh credit to Kramrisch & Co., and further that whether the payment had or had not induced the giving of fresh credit, the state of the accounts between Kramrisch & Co. and the defendants had in fact been altered between the dates of the receipt of the money and the notification of the mistake. Shortly after the notification of the mistake Kramrisch & Co. failed, and thereupon Brandt & Co. called on the plaintiffs to pay the £1,480 15s. 11d. in accordance with the obligation created by the assignment, and the plaintiffs paid that sum. The question was whether they could recover back from the defendants the amount of the first payment or whether they could only prove against the bankrupt estate of Kramrisch & Co.

April 27.—BISHAM, J., said that in his opinion the plaintiffs could recover back the sum so paid. Before the defendants had advised Kramrisch & Co. that the money had been credited to their account, it was

money in the defendants' hands to the plaintiffs' use. The mere entering of the money to the credit of Kramrisch & Co. by the defendants in their own books gave no title either to the defendants or to Kramrisch & Co. Such entry bound no one. If the mistake had been discovered and notified before the defendants' clerk had made the entry in the defendants' books, the plaintiffs could clearly have insisted on a return of the money. It would not have been competent to the defendants to say that, having received the money with instructions to credit it to Kramrisch & Co., they were either bound as regarded Kramrisch & Co., or entitled as regarded themselves so to deal with it. The notification of the mistake and the countermand of the instructions would have entitled the plaintiffs to a return of the money. The mere entry by a clerk in the books could make no difference; such an act could neither give any right to the defendants, nor until communicated could it give any right to Kramrisch & Co. If the communication to Kramrisch & Co. of the fact of the entry altered that state of affairs, if it vested any right in that firm to the money, then the money ceased to be money in the hands of the defendants to the use of the plaintiffs; and it became money in the hands of the defendants to the use of Kramrisch & Co., which the defendants were entitled to appropriate toward payment of Kramrisch & Co.'s indebtedness to them. And it was to Kramrisch & Co. that the plaintiffs must look for its return. At this point the difficulty, he thought, if there was any, arose. The defendants had contended that what happened was in fact equivalent to a payment of the money by the defendants to Kramrisch & Co., and a repayment of the money by Kramrisch & Co. to the defendants. And so perhaps it might have been had Kramrisch & Co. thought that the money was really intended for them. Kramrisch & Co., however, knew quite well that they were not entitled to the money; they knew that the money ought to have gone to Brandt & Co. How then could Kramrisch & Co. say that the money was in the defendants' hands to their (Kramrisch & Co.'s) use? They knew it was not; and if they had asked the defendants to pay it over they would have been committing a fraud. Kramrisch & Co.'s duty when they were advised of the payment was to tell the defendants that there had been a mistake and that the plaintiffs had paid money into the defendant's hands which they ought not to have paid. Instead of doing that they said nothing. The plaintiffs ought not to suffer on that account. In his opinion this money was paid into the defendants' hands in such circumstances of mistake as to make it money paid by the plaintiffs to their own use, and it had never ceased to have that character. The defendants must therefore pay it back.—COUNSEL, Scrutton, K.C., and Mackinnon; J. A. Hamilton, K.C., and Chaytor. SOLICITORS, Stephenson, Harwood, & Co.; Hollams, Sons, Coward, & Hawksley.

[Reported by W. T. TURTON, Esq., Barrister-at-Law.]

## Law Societies.

### The Incorporated Law Society.

#### GENERAL MEETING.

A general meeting of the Incorporated Law Society was held at the society's hall, Chancery-lane, on Friday, the 24th ult., the chair being taken by Sir A. K. Rollit, M.P., LL.D., D.C.L., the president. Among those present were Mr. Charles Mylne Barker, Mr. James Samuel Beale, Mr. Edmund Kell Blyth, Mr. Ebenezer John Bristow, Mr. John Wreford Budd, Mr. Charles Cheston, Mr. Robert Ellett (Cirencester), Mr. William Edward Gillett, Mr. William Howard Gray, Mr. Henry Edward Gibble, Mr. John Hollams, Mr. Henry James Johnson, Mr. Stephen Henham King (Maidstone), Mr. William George King, Mr. Harry Wilmot Lee, Mr. Charles Edward Mathews (Birmingham), Mr. Richard Pennington, Mr. Thomas Rawle, Mr. Walter Trower, Mr. William Melmoth Walters, and Mr. Philip Witham, members of the Council.

#### PRESENTATION OF PRIZES.

THE PRESIDENT said his first duty was to present, on behalf of the Council, the prizes and certificates of honour which had been awarded to those candidates who had distinguished themselves at the honours examination in January. He was sure that, on behalf of the Council and of the society, he might offer to those gentlemen their very sincere congratulations and express the hope—and, in fact, the confidence—that the distinction they had already achieved was but a promise of great distinction in the profession, and of those abilities which would be a means of raising the status of their profession. He hoped, also, that greater honour was given to the work they had done and the prizes they had received by the fact that they were presented to them openly in the hall and in the presence of the Council and the members; and he ventured to add that he trusted, also, that this was not the last time that they would be seen there, but, being once there, they would in due course become members of the society, and take an active and useful part in the society's proceedings and in advancing the interests of their great profession. He then presented the prizes and certificates as follows: First Class (in order of merit): Mr. Ashley Tabrum, Mr. Thos. Hiddeler, Mr. George Baron, Mr. Gordon Denne Muggeridge, B.A. Second Class (in alphabetical order): Mr. John Fayer Hosken, Mr. John Cromwell Cosens-Prior. Third Class (in alphabetical order): Mr. Peter Ashcroft, Mr. Alfred Hardy Bentley, Mr. Francis James Gray, Mr. Laurence Harding, Mr. Wilfrid Hooper, LL.B., Mr. David John Kennedy, Mr. Charles Aikin Lawford, Mr. Harold Fellows Pearson, B.A., Mr. Frederick Renshaw Rawes, Mr. Albert Lewin Samuel. The following gentlemen were not present: First Class, Mr. Alfred Norman Felix Goodman, LL.B. Second Class: Mr. Edward John Avison, Mr. Jonathan Ross, Mr. Ernest

Anderton Steele, LL.B. Third Class: Mr. James Henry Sunderland Aitken, Mr. Richard Speakman Alston, B.A., Mr. Thomas Ashworth, Mr. Gilbert Squarey Carver, Mr. Stephen James Coales, Mr. Walter Rackwood Cocks, Mr. Edward Wynn Edwards, Mr. Miles William Hutchinson, Mr. Charles Henry Knill Newcombe, Mr. Patrick Horace George O'Flynn, Mr. Charles Cecil Rawlinson, Mr. George Thomas. The president expressed his personal pleasure that so many of them had not only distinguished themselves at the society's examination, but also at the older and other universities, which was beneficial both to themselves and the profession.

Mr. TABRUM returned thanks on behalf of himself and the other prize-winners.

#### LEGAL EDUCATION.

The PRESIDENT observed that the proceedings had generally taken the form of resolutions and questions; but he would take the opportunity of saying something on the more important matters on the agenda paper, and also conferring with them on one or two matters affecting the interest and welfare of the profession. He ventured to think that instead of the proceedings being always merely formal, it would be better that these special general meetings should be used for the purpose of communications between the Council on the one hand and the members on the other. And if he ventured to allude to one or two topics, he wished it to be understood that it was open to anyone in the hall to express a different view, and possibly to give them the experience and benefit of opinions which they might otherwise not have possessed. One advantage of the questions which were sent in was that they were suggestive of those points which were of interest to the profession, and indicated where such conference and communications might advantageously take place. In the first place, he had received a supplementary question from Mr. Ford with reference to legal examinations; and, especially after the ceremony which had just taken place, and after the expression of thanks on the part of the representative of the candidates, he was glad to be able to assure Mr. Ford of the interest of the Council in the subject of legal education. For the moment it had two branches—first, what the Council was doing in the society; and, secondly, which Mr. Ford had more particularly referred to, what was the attitude of the Council in regard to action which was being taken outside. In the society the Council quite remembered the promise which was given at the last annual meeting—that it would, at the first opportunity, give its most serious attention to the question of the society's own legal education—and he might say that a committee was appointed almost immediately after the annual meeting, that it had held very numerous meetings, and that it had matured a scheme which had been adopted, so far as the report of the committee was concerned, by the Council, and which would be settled in all its details, he hoped, within a very short time. In addition, the Council had taken into conference the law students from all parts of the country and had heard their views for its benefit, and the only difficulty which he could contemplate—because he thought the Council was almost unanimous on the subject, both as to its importance and to the best mode of action—was the question of finance. So far as their means allowed and those means for the moment might be restricted by the new buildings which were in progress and the like, the Council, he was sure, were determined that there should be no obstacle to its doing the very best it could in favour of the education of their own students, and when they saw, as they had seen to-day, how many gentlemen were pursuing their legal studies, not only there and satisfying the society's examiners, but obtaining honours elsewhere at the universities, he thought there was the greatest encouragement to the Council to pursue that course. And he would say that long before other bodies took action with regard to examination as a qualification for the profession of the law, the society was the pioneer of both, and its lectures were at that time for a very long period eminently successful, and the Council were endeavouring now to adapt them more to the demands of the moment, and they hoped that there was for their legal teaching a future equally assured.

#### NEW INN—CLIFFORD'S INN.

Mr. Ford had also asked him to give information about the position of matters in reference to New and Clifford's Inns, and how far funds were likely to be available from these sources for the purpose of legal education. Mr. Harvey Clifton had also written him upon the subject. Here, again, the society had been the pioneer, and had been the means of rescuing from mere proprietary absorption funds which would be available for general legal education. He thought it was right to say that some ten years ago members of the profession took steps by a public meeting to protest against the alienation of Clifford's and New Inns, as in the case of Serjeants' Inn, the alienation of funds which were of a public character, and which ought to be made available for educational purposes. Since then the Council had omitted no step to the same end. It was the relator in the New Inn case, and the result of its action had been to place at the disposal of the Attorney-General, who would be called upon to formulate a scheme, something between £100,000 and £120,000 for the purpose of legal education. Perhaps some of those present had noticed that the Attorney-General had appeared in Mr. Justice Farwell's court the other day—he might say that the Attorney-General had asked him officially, as representing the society, to be present—and he desired to bear testimony to the fact that the Attorney-General in his address to the court most amply acknowledged the action and the claims and the attitude the society would have to take in any scheme that he might bring forward. It was also due to Sir Robert Finlay to say that for many months past he had given frequent interviews to the Council on the subject, and that he had told him (the president)

more than once that nothing would be done, even in forming finally his own opinion, without full consultation with the Council as representing the society. No attitude could have been more proper than that of the Attorney-General with regard to the society in recognition of what the society had done for legal education. Of course the Attorney-General saw that the claims of the Inns of Court would have to be considered, and, in addition, he (the president) might say that there were very numerous claims both in London and the provinces, including the University of London, to some participation in the benefit of these funds. The Attorney-General's idea was that he should be able to get all bodies, including the society, into line, with a view to the establishment of a school of law. He (the president) would mention that Sir Robert Finlay had quite admitted that whatever the society might be doing for education would necessarily be supplemented by part of these funds, unless they should be directed into the channel to which he (the president) had referred. But the idea at the moment of the Attorney-General was that there should be founded in this country a school of law or legal university for general legal education, including that of bar students and students in the solicitor branch of the profession. He (the president) did not think that that view needed vindication, because anyone who was familiar with what was being done on the Continent and in the United States and elsewhere through schools of law must feel the necessity of a similar movement in this country. There was a precedent which was important, because so eminent an authority as Lord Selborne not only saw the desirability of a legal university, but attempted it, and, unfortunately, at that time failed. He did not fail owing to the want of co-operation or sympathy on the part of the Council of the society. An attitude was assumed by the society which was sympathetic and favourable subject to the settlement of details. But the whole project failed, and now the Attorney-General had more hope that he would be successful. He (the president) was sure that he spoke the view of the Council and of the society when he said that any proposal of that sort would be sympathetically considered by the society, and he hoped that the outcome of this movement would be that the very highest and best legal teaching which could possibly be given would be provided for the law students of this country as a body, and he would venture to add the hope that that law teaching would be of an essentially practical character, given by practical men, and directed to the administration of the law as a practical art as well as a great science. Perhaps the opportunity, too, might be taken of co-ordinating many means of legal and quasi-legal teaching at present not fully utilized, because they happen to be proceeding on parallel lines. But if in a great school of law teaching could be co-ordinated and consolidated, as, in his opinion, it would be on the part of the Attorney-General, materially aided by the action of the society, of very great service to the nation. In the meantime it seemed to him, and he was sure, to the Council, that their duty was to put their own house in order. Whilst a project such as that to which he had referred must take necessarily a very large amount of time, there were reforms and improvements which could be made in the society's teaching in the meantime, and if any such scheme should ultimately be adopted, the society's position in relation to it would be greatly improved if they could have done as completely as possible their own duty in relation to their own students.

#### BANKRUPTCY OF SOLICITORS.

The next subject he desired to refer to had again been suggested by Mr. Ford, and was contained in the resolution on the agenda paper, to which he had referred—that of the question of the bankruptcy of solicitors, and the mode in which that bankruptcy should affect their position in the profession. He welcomed the resolution, because it contained an acknowledgment, which was a perfectly just one, of the efforts of the Council to do what they could to place in the most proper relation the interests, on the one hand, of the public, which were supreme, and, on the other, the interests of the profession—to seek to give security to the public and always justice to the members of the profession. He believed that the Council had always done its best, through its Discipline and Professional Purposes Committee, to reconcile those two great aims. The condition which had arisen which was referred to in the resolution was that formerly the society as registrar of solicitors had a discretion whether in the case of a bankrupt solicitor they should renew the certificate or refuse it. He believed the practice, which had existed for many years, and the discretion, which, he believed, was discreetly used, was approved by the Master of the Rolls, and he thought it was just, both to the public and also to the profession generally. But, unfortunately, that practice was overruled by a case in which it was held that the society had no such discretion at all—in other words, that, whether a solicitor were bankrupt from misconduct or misfortune, no discretion at all was open to the society as the registrar, but that it must renew his certificate. The Council felt that a practice which had been useful, and which had been admittedly discreetly exercised, was a good one, and that that discretion ought, if possible, to be restored. No efforts in that direction had been spared. With the approval of the Master of the Rolls, and the assistance of Lord Alverstone, the Lord Chief Justice, a Bill restoring that discretion was passed through the House of Lords, but when it came to the Commons it did not pass there. So the Council determined that they would attempt by commencing in the House of Commons to pass the Bill, and so obtain the discretion. Fortunately, they secured a good place, and at the end of the King's Speech the Bill was moved by himself on behalf of the Council. It was a Bill to restore the discretion in dealing with bankrupt solicitors. Unfortunately it contained a clause dealing with Ireland. Irish members took objection, and he at once said they might have home rule in that matter, and that if they thought that such an exception should continue as regarded their

country they could do as they pleased; but that did not remove the obstacle, the opposition continued, and the Bill was ultimately not passed. He felt that the Council had done all in their power in the direction which he had indicated. They had passed the Bill through the House of Lords, thanks to Lord Alverstone; they had done their very best to pass it through the House of Commons, but he was afraid that was practically impossible. Having, through the committee which was appointed a year or two ago, a special committee, owing to communications with the Chancellor of the Exchequer of that time, Sir Michael Hicks-Beach, taken many steps with a view to meet the evil which had arisen, and having now sought power to do so more completely by obtaining the Bill to which he had referred, and by a second clause in the Bill giving access to the bankruptcy file in order to gain information, it seemed to him that the society was not in a position to do more, that they had done the utmost they could do, and, he might add that, inasmuch as at the end of a year, if the certificate was not renewed a discretion did arise that tended to limit the fault, and though they would desire to re-possess a complete discretion, they were unable to obtain it, and they must, therefore, be content to do without powers which they felt would be extremely useful. That was his answer to Mr. Ford. What he proposed was practically the same view that *prima facie* bankruptcy should cancel, at any rate temporarily, the right to practice, but that would also involve legislation, and he confessed that, in the present state of business in the House of Commons during the continuance of that absurd rule that any one member might say "I object," and therefore that the Bill could not further proceed, and the still more absurd rule that if the business was not completed in all its details in one session it must be re-commenced the next, instead of being carried over from the point to which it had advanced, he felt that it was practically impossible to do more, and that, therefore, legislation in that direction was, at any rate, for the present, practically impossible.

#### COUNTY COURTS.

Fortunately there was one matter of legislation in which the society had been more successful, that was the matter of county courts. The County Courts Bill was promoted by the society. Advisedly they restricted it to one clause, enlarging the jurisdiction of the courts from £50 to £100. He saw that even a member of the profession—he thought it was Mr. Kipling Common—whose letters he had read in the *Times*, objected to such a Bill as entirely inadequate, and he was good enough to suggest that Sir Henry Fowler, whose name was upon it, and he (the president) had never had any experience of county courts, and that the Council was undertaking an entirely immature and incomplete scheme. At any rate, Sir Henry Fowler and he knew the difficulties of Parliamentary progress, and the practical impossibility almost of passing through the House, at any rate by a private member, of a Bill of numerous clauses, and he might say for himself that so far from never having had any experience in county court matters, that on the Council there were many like Mr. Ellett and others who had had a great deal of experience. He (the president) was a practitioner for many years in the county court and registrar for a great many more, so that they might be assumed, he thought, to know something, not only of the requirements, but also of the difficulties of dealing with this subject. He would acknowledge at once that the Council were quite aware that a Bill of one clause did not deal completely with the county court question. They were quite aware that the question of fees and costs would have to be dealt with. They knew perfectly well that a greater amount of work would involve more remuneration to the judges, or, at any rate, to some of them. They knew that, in some cases, there might be difficulties arising with the Treasury with regard to the provision of courts and the like, but they also knew that the judges—he had letters from some of them—were determined if the Bill passed to make the best of it, and that they felt able to do so, and the Treasury must provide the means of giving proper local and cheap justice if need be. The Council, also, were aware that there were many reforms in county court procedure which were desirable, but they had felt, and, he thought, rightly, that these were but a corollary to the main question of tentatively enlarging the jurisdiction from £50 to £100, and that the other reforms must necessarily follow, and they hoped that the Bill would be the means of giving solicitors audience in a much larger number of cases, and of enlarging their practical experience, and of giving them access to one of the best schools of law in the practice of advocacy, and that when they knew, as he was able to say, that the Bill passed its second reading without a division in the House of Commons, and that it had the support of lawyers like Sir Henry Fowler and Sir Robert Reid and many others, that it had passed the Standing Committee again without division, that it stood now in June for the report and third reading, and that it had been supported by an extraordinary number of petitions from nearly all the chambers of commerce and commercial bodies in the country, from nearly all the law societies of their own profession, from the municipalities by an unanimous vote at the Guildhall in London, he thought they would agree that it had behind it a force of public and professional opinion which ought to secure for it passage into an Act of Parliament. At any rate, the Council would do their best in that direction, and he felt that they had taken for years the right course in endeavouring to open wider the doors of practice for the profession and the right of audience, and at the same time the giving additional facilities for the administration of justice and the law, at a much less cost and delay to the suitors.

#### BANKRUPTCY BILL.

He had received a question with regard to another Bill—the Bankruptcy Bill—a Bill which was promoted by the society at the suggestion

of one of the chief provincial societies, and which was directed to the removing the great hardship and evil—that in the case of real property if the bankrupt acquired it after his bankruptcy but before his discharge and subsequently sold or mortgaged it for valuable consideration and *bona fide* and without notice, yet the hand of the trustee in his bankruptcy might be stretched out and the innocent purchaser might be deprived, not only of the property itself, but of the money which he had paid for it or advanced upon it. The Council had done their best in the year to pass that Bill. He had been met by the opposition of only one member, who persistently said that the remedy was by registration of the fact of the bankruptcy in the Bankruptcy Court. That would mean, of course, numerous searches throughout the country, but the searches would not be effective because of the change of names on the part of the bankrupts, who traded after their bankruptcy and before their discharge, and the fact that they use their wives' and other names for the purpose of concealing their identity. And there, again, a most valuable reform was prevented by the "I object" of a single individual. Mr. Ford had again suggested the question of the Long Vacation, that something ought to be done to deal with it. The society had done all that it possibly could. As many years ago as 1893 the Council felt the hardship of the stoppage of business during the vacation, and made a suggestion to the Lord Chancellor that at any rate certain business should be proceeded with as of course during the Long Vacation, but the Lord Chancellor did not see his way to adopt that suggestion, and the Long Vacation still continued to impede the progress of business. The Council were fully alive to the question, and again, he might say, had done all they could to accomplish the needed improvement.

#### PREVENTION OF CORRUPTION BILL.

Another member had written with regard to the Prevention of Corruption Bill. Mr. Ford had made a very useful suggestion in indicating what subjects were of interest to those who attended the general meetings. He (the president) might say that for some time past the Council had had its mind fully directed to that measure. While sympathising with the general principles of the Bill, they felt that there were some provisions which would bear most hardly upon perfectly innocent people, and they had communicated with the law societies throughout the country, and had asked them to examine the Bill carefully and to take care that it was watched by local members in the interest of its being made a proper and, therefore, useful measure, instead of a measure which might be most injurious by carrying with it undue hardship and risk. The Council had had the measure under consideration, and all proper steps had been taken, and would be, to secure that it was passed, if it passed at all, in a proper and correct form.

#### COUNTY COURT REGISTRARS.

Mr. Harvey Clifton had given notice of a question, and had written to say that he might be unable to be present. He had asked that he (the president) would deal with the matter. The question was as follows: "Whether the registrarships of the City of London Court ('a county court') and also of the Croydon County Court are held by barristers, and how, if so, the fact is reconciled with section 25 of the County Courts Act, 1888, which requires registrars of county courts to be solicitors of the Supreme Court?" Also, what steps the Council have taken or intend taking to prevent further breaches of section 20 of the Court of Probate Act, 1857, in regard to appointments of district registrars of the Court of Probate?" He had to say that section 25 of the County Courts Act, 1888, provided that for every court there should be a registrar who should be a solicitor of the Supreme Court of at least five years' standing, and whom the judge should be empowered to appoint, subject to the approval of the Lord Chancellor. The registrar of the City of London Court was Mr. Wilde, and of the Croydon County Court, Mr. Fox, both of whom were now at the bar, but were solicitors at the date of their appointment as registrars, so that their qualification was unimpeachable. The other part of Mr. Harvey Clifton's question referred to the probate district registrars. He had to say that of the qualifications of probate district registrars were prescribed, not only by section 20 of the Court of Probate Act, 1857, but also by section 8 of the Court of Probate Act, 1858. The latter section provided that clerks having served five years in the principal registry of the Court of Probate should be eligible to be appointed registrars of district registrars of the said court. Mr. Harvey Clifton seemed to be under the impression that the appointments were confined to barristers and solicitors, but such was not the case.

#### WORK OF THE COUNCIL.

He had only, in conclusion, to say that, having regard to the work which the Council and society did, and inasmuch as he did not take any principal part in the work, especially of the Discipline and Professional Purposes Committee, he was more able to bear his testimony to the constant and arduous and careful work which was done by those committees, and he might add the Council, as he believed in the interest of the public and the profession, and he might make an appeal to the profession at this moment for an increase of membership, and in that he wanted all the members of the society to help him. The value of the society to the profession could not be exaggerated. Some might think that it did not do as much as it might, but it was impossible to do everything. No council, no representative body worked harder or met more frequently than did the Council of the society. The society itself was an organisation which could be put in action at any moment in the interest of the profession, and it was constantly being put into action. He said advisedly, that he was sure that no opportunity was lost of watching the real and true interests of the profession, and of reconciling them with that which

May 2, 1903.

## THE SOLICITORS' JOURNAL.

[Vol. 47.] 475

was supreme and for which they existed—namely, the interests of the public. There were many solicitors who did not belong to the society. There were many firms who subscribed and therefore reaped the advantages, but whose individual partners did not themselves subscribe. He wanted to make a strong appeal to members of the profession, to non-members of the society, to join and help them. The policy of the Council had been to make the institution much more open than it formerly was. The luncheon and dining rooms were successful, and they were open to everybody on terms which, for the present, were tentative, and which might be made even better still. There was no real complaint now about there being any "inner circle" or club or anything of the sort, and the Council was preparing the addition of many rooms to the building which would make it still more useful to members of the society. On the other hand, these additions would involve the sacrifice of revenue in the shape of rents and the like, and though the means of the society might be supposed to be large, they were by no means more than equal, if they were equal, to the work which the society was doing. Something more should be done for legal education, and he felt in the very highest degree that upon their persistence in the work of legal education, which had been so long and well done by the society, depended the status and the influence and the power of the profession, and, therefore, he did make a strong appeal that this year in which they were undertaking so much in providing additional convenience and enlarging their building there might be a great accession to the membership. He had fulfilled what appeared to him to be a useful duty in speaking about matters of current interest, and in anticipating the resolutions which were to be brought forward. It had struck him that it might be well that the president should on occasions take the opportunity of making a somewhat more formal address than had been usual, and of dealing with these questions when they were brought forward as links in the many cases of professional and public interest, which would be, in his opinion, otherwise than advanced by full and fair discussion in the hall. It was now open to anyone to criticize what he had said, largely personally, for he must not admit greater responsibility, but he hoped it was largely endorsed by the members of the Council on which he had the honour to serve.

## BANKRUPT SOLICITORS.

Mr. CHARLES FORD (London) said the president had transgressed the ordinary procedure in dealing with motions which were on the paper by adversely criticising them before the mover had had an opportunity of submitting his views. He had always protested against the president or any member of the Council being at liberty, before a motion was brought forward, to anticipate what the member was going to say, and to make adverse remarks with regard to the resolution. It was inadvisable and unbusiness-like; but the members were greatly indebted to the president that he had, independently of motions on the agenda, mentioned matters of general interest which were not referred to there, and invited them to give their views thereon. They had never had an opportunity of doing this before. He moved the following resolution, of which he had given notice: "That this meeting, whilst readily acknowledging the continued efforts of the governing body of the society to protect the good name and status of our profession, is of opinion that much remains to be done to secure this end; and, looking at the fiduciary relations between solicitors and their clients, this meeting considers that adjudication in bankruptcy against a solicitor should of itself operate as a suspension of his certificate to practise, but with power to the registrar of solicitors to renew such certificate if approved by the Discipline Committee of the Council." He was conscious of the work of the Council, and had read with the greatest interest what the president had done in the House of Commons with reference to the matter. Whilst he recognized the importance of the opinion of the Council, still more important was the opinion of the society; and the society had not yet expressed its opinion. He ventured to think the resolution would strengthen the Council in any further action they might take. He was sorry to hear the president say he had done all that he could. Notwithstanding the assurance of the Council that they had done all they could for years for legal education, they had now the assurance of the president that they must put their house in order, and the same remark applied to the bankruptcy question. He urged the Council not to throw up the sponge. He hoped that the president, or, at all events, some member of the Council would second the motion, which was merely in the sense of endorsing what the Council had done, and he hoped that they would continue their efforts. It could not be too widely known what the Council had done.

The motion was not seconded.

The PRESIDENT observed that while resolutions and questions might be put on the agenda, it did not indicate that one member had a monopoly of such subjects, and they were all more or less public questions, which must constantly occur to everyone. He took it that it was quite open to the president in dealing with matters of public and professional interest to speak on them, he hoped impartially always, on any occasion. As to this particular motion, what was intended to be conveyed was, of course, that the Council and, he might add, he personally had done all they could to obtain what was desired. But legislation was necessary, and legislation was more necessary in the case of Mr. Ford's motion than in the case of the action of the Council, because he was quite sure that the objections would be increased in the case of Mr. Ford's proposal as compared with those of the Council. At the same time, the Bill was still before the society, and if Mr. Ford could see the members who opposed it and prevent their uttering the words "I object," he should be extremely pleased to move it any night when Mr. Ford would give him the assurance that opposition would not be forthcoming.

Otherwise it would involve an expenditure of time and trouble which should scarcely be imposed upon anyone. He would have to attend the House of Commons every night after twelve only to hear the words "I object," and without rhyme or reason the Bill would collapse. They had done what they could, and would continue in the direction which Mr. Ford advocated, in which they were entirely in common.

Mr. W. P. W. PHILLIMORE (London) wishing to speak,

The PRESIDENT said that although the motion was not seconded, he would strain a point and hear him.

Mr. PHILLIMORE said his point was that even bankrupts had rights, and it was the right of every free citizen to earn his living. He did not think they should lightly take away that right even from a bankrupt solicitor, so long as his name still remained on the roll. Therefore he thought it would be far better if they confined themselves as a society to bankrupts from their own ranks as members of the society. The Bill, as at present brought forward in the House, would only lead, he felt sure, to the objectionable practice of "covering," an irregular practice by persons who were bankrupt.

## LONG VACATION.

Mr. FORD further moved, in accordance with notice, the following motion: "That there appearing no prospect in the near future of any reform in regard to the Long Vacation, either on the lines recommended by this society or otherwise, this meeting is of opinion that efforts should be made by the Council of the society to extend the present practice as to what is Long Vacation business, and it is accordingly hereby referred to the Council to consider and report what class of business pending at the commencement of the vacation should be transacted in the Law offices and before Long Vacation Judges during the vacation, which, if postponed till after the vacation, would by such delay involve injury to suitors in His Majesty's High Court of Justice; the Council at the same time to consider the question of whether such injury should be a matter to be certified by counsel, such certificate not to extend to the trial in Court of any cause or matter not vacation business under the existing practice, unless the vacation judge accepts such certificate." He said the motion was put in a very docile, amiable form. It simply referred the matter to the Council to report. It was a question upon which even the Bar Council had taken some action, and had come to some resolution in relation thereto. It was only by pegging away at a subject of this kind that they could hope for reform. It seemed to him that as they could not get any modification of the existing state of things with regard to the duration of the Long Vacation, the next endeavour should be to throw open the door to other business to be regarded as vacation business. Hardly any business was conducted between the 12th of August and the 10th of November. He could not help thinking that if the Council could spare time to appoint a small committee, formed of men experienced in this particular kind of work, as to the work which they might fairly ask to be taken in the chambers, offices, and courts, some good might be done. If it was a mild request, he hoped that the Lord Chancellor would see his way to granting it. He brought the matter forward entirely on public grounds. It was almost a disgrace that there should be a cessation of justice for so long a period. He would like to alter the motion so as to stop with the words "His Majesty's High Court of Justice," leaving out the rest.

Mr. PHILLIMORE wished to second the motion as it appeared on the agenda. But really the alteration put one somewhat in a difficulty. He could not second it in its new form. He questioned the right of a member to give notice of a motion and then to vary it before putting it to the meeting.

Mr. FORD said he understood that he had leave to alter it.

The PRESIDENT remarked that leave had been given to Mr. FORD to vary the motion, and in the new form it was not seconded, and therefore there was an end to it. No evil would result, because the Council commenced this work in 1893, and had been more or less at it ever since.

Mr. FORD was proceeding to address the meeting further, but the PRESIDENT ruled him out of order. Mr. FORD then declined to put the questions which the President had referred to as having been sent to him, but which did not appear upon the agenda paper.

## The Annual Meeting of the Bar.

The annual general meeting of the bar was held on Tuesday.

The ATTORNEY-GENERAL presided, and, in moving the adoption of the annual statement, said that it must not be supposed that the statement represented the labours of the Council, for many points were privately settled of great interest to the profession. It would be seen that communications were received from other bars, and it seemed likely that similar institutions would be established in our colonies. As to the business of the Appeal Court, the statement made before Easter shewed that arrears were greatly diminished on the common law side, and that practically none existed on the Chancery side. The Act of last year enabling the court to sit in three divisions instead of two had proved of great value. The committee appointed for the consideration of the County Courts Bill adopted a resolution expressing disapproval of the measure on the ground that, as these courts were, in the main, still small debt courts, the extension of jurisdiction proposed must operate to the detriment of the smaller class of suitors. A report had also been received from a committee of the Council on the Defence of Poor Prisoners Bill, to the effect that it was desirable, in the interests of justice, that every prisoner should be furnished as soon as possible with the details of the charge made against him, with a copy of the depositions, and every exhibit thereto, and should

have, if desired, professional aid and reasonable means of bringing his witnesses to court, even if he should be unable to pay for these facilities.

Mr. WARMINGTON, K.C., chairman of the Council, seconded the motion, and said he regretted that the Council were unable to carry out the instructions with regard to the Long Vacation. They had done what they could, but there were powers above the bar and the Bar Council, and those powers did not take the same views that the Council did.

Mr. CABABÉ said that the question of the Long Vacation had been discussed two years ago, and the Council had not shewn much alacrity in furthering the wishes of the meeting. The Incorporated Law Society had been approached, but because the solicitors could not have all their own way in reducing the vacation from the 1st of August to the 1st of October, they would not support the change of dates without shortening suggested by the bar—viz., to have the holidays from the 1st of August to the 12th of October.

Mr. HYNDMAN asked whether the higher powers referred to had given any reason for their obstruction to the almost unanimous desire of the profession.

Mr. WARMINGTON said it was not for him to say. The Incorporated Law Society had passed a resolution that no change would be satisfactory which did not provide for the shortening of the vacation. Then they had gone to the benchers of the Inns, and they did not think they could take any further step. If the meeting desired, their views might be communicated to the Lord Chancellor; but it was not settled whether a change could be effected by the Rule Committee, or whether an Act of Parliament was necessary.

Mr. CABABÉ, at the suggestion of the Attorney-General, moved, and Mr. HYNDMAN seconded, a motion that a rider should be added to the resolution to the effect that the Council should forthwith take steps to effect the alteration desired.

Sir E. CLARKE in principle entirely agreed with the solicitors; but, as to the question at issue, he thought they should be ashamed of themselves if they could not find some means of impressing their views upon those who had had their training at the bar and owed their present position to their life in the profession.

The rider was carried.

Mr. NEWBOLD moved a resolution condemning the County Courts Extension of Jurisdiction Bill.

Lord ROBERT CECIL seconded the resolution. The Bill, he said, would amount to a revolution of county court procedure, and change the entire nature of the courts. They were right to demand that before that was done the whole system of county courts should be reconsidered.

Sir EDWARD CLARKE said that Parliament could not carry a measure of consolidation of the county court system. He declined to look at the matter from the point of view of the bar alone. He suggested that there was a better way of dealing with that question. The Bill was being considered in a special and curious way, and it was a most unsatisfactory measure. He, personally, would like to see the position of county court judges raised, and the courts made district courts of the High Court, and the judge chairman of the local quarter sessions. His suggestion was that they should adopt a resolution that the Bill now before the House of Commons was an inadequate and incomplete attempt to deal with the county court system, and that in their opinion no such Bill should be accepted without a careful inquiry by a commission into the system as established, and the extension of the jurisdiction and the raising of the position of the judges of those courts.

The motion was then put in the following form: "That this meeting adopts the report of the Bar Council in disapproval of the Bill now before the House of Commons, and considers that Bill to be an inadequate and incomplete attempt, and that no such Bill should be accepted without inquiry by a Select Committee as to the extent of jurisdiction and the cheapening of the procedure of county courts and the raising of the position of the judges," and it was carried by forty-four votes to forty-two.

A vote of thanks was passed to the scrutineers and other officers.

Sir EDWARD CLARKE, in moving a vote of thanks to the Attorney-General, said that he had only one fault to find with his learned friend—that was, that he was still Attorney-General. This was due to the habit which distinguished lawyers had of occupying their offices for a very long term.

Mr. WARMINGTON seconded the resolution, which was passed.

### United Law Society.

April 27.—Mr. J. F. W. Galbraith presided, and Mr. Bourchier F. Hawksley moved the following motion: "That the efficient development of South Africa under the conditions now established demands the utilization of all sources of production and profit, including the employment of native and foreign labour." Mr. J. W. J. Cremlin, on behalf of the Gray's-inn Debating Society, opposed the motion, and the speakers were Messrs. R. N. Green-Armitage, E. L. Price, J. T. Healey, J. W. Weigall, F. O. Clutton, W. Larkins, and W. E. Singleton. The motion was lost.

### Law Association.

A meeting of the directors was held at the hall of the Incorporated Law Society on Thursday, the 23rd of April, Mr. Arthur Toovey in the chair. The other directors present were Mr. Burt, Mr. Daw, Mr. Niabet, Mr. Peacock, and Mr. Vallance. An immediate grant of £15 was made in relief to an applicant, three new members were elected, the annual general court was fixed to be held on Thursday, the 28th day of May, and other general business was transacted.

### Law Students' Journal.

#### Council of Legal Education.

The following are the class lists upon the recent Easter Examination held in Gray's-inn-hall on the 31st of March and the 1st, 2nd, and 3rd inst. L.I. means Lincoln's-inn, I.T. Inner Temple, M.T. Middle Temple, and G.I. Gray's-inn:

#### FINAL EXAMINATION.

Class I.—Certificates of Honour (in order of merit).—J. G. Hurst, M.T.; T. Cuthbertson and J. H. Whitworth, I.T.

Class II. (alphabetical order).—E. S. Andrew, L.I.; V. R. S. R. Balfour-Browne, M.T.; P. D. Botterell and W. J. Braithwaite, I.T.; A. Cheron, L.I.; B. R. M. Darwin and F. B. Eliot, I.T.; H. W. W. Grain, M.T.; J. C. Gwyn, I.T.; H. H. Harding, G.I.; P. G. Hastings, M.T.; R. P. Hills, I.T.; C. W. L. Launspach, M.T.; C. H. Lyell and Brajendra L. Mitter, L.I.; H. E. Peacock, M.T.; Colin Smith and Tycho Wing, I.T.

Class III. (alphabetical order).—Gulamdashtgir K. K. Aga and H. W. Beveridge, I.T.; C. C. Black, M.T.; G. E. P. Bowman, L.I.; E. A. Bridge and F. Brocklehurst, I.L.; D. M. Buchanan, I.T.; F. R. Bush, L.I.; F. A. Coe, M.T.; J. T. Colledge and J. H. Croysdale, I.T.; B. Dickinson, L.I.; G. L. A. Dodd, I.T.; J. H. Earls, M.T.; Mohammed Elahi, G. W. Falkner, E. H. L. Hatfield, C. Hartree, and J. H. Hewlett, L.I.; E. Jacomb, I.T.; A. R. Kennedy, L.I.; H. W. Lewis, M.T.; J. B. Lincoln, I.T.; A. H. Marshall, G.I.; H. McKenna, I.T.; Pandit G. P. Misra and Khan M. Nasrullah, L.I.; G. J. Oakey and H. A. de C. Pereira, I.T.; R. L. Prince, M.T.; W. D. Rogerson and C. F. Roundell, I.T.; Mohammed Said and R. S. Segar, M.T.; Nirinal C. Sen, G.I.; Akbar Shah and E. B. Sherlock, M.T.; N. W. Smith-Carington and J. C. Watt, I.T.; V. B. Wills, M.T.; J. M. St. J. Yates, I.T.; Tehmuras D. Zal, M.T.

The number examined was 80, of whom 63 passed.

#### EVIDENCE, PROCEDURE, AND CRIMINAL LAW.

Class I.—W. J. L. Ambrose, M.T.; Ff. C. A. Barrett-Lennard, F. T. Barrington-Ward, and R. W. Baxter, L.I.; W. H. Beveridge and A. T. Bucknill, I.T.; Camajee, B. N. Cama, G.I.; T. E. Forster, W. S. Glynn-Jones, D. Hagley, and C. E. Law, M.T.; J. R. Lort-Williams, L.I.; W. E. St. Moor, M.T.; Fardunji B. Motiwala, G.I.; F. C. Niemeyer, I.T.; G. C. Rankin, L.I.; R. J. Lilley, G.I.; G. G. Sutton and W. J. Wynn, M.T.

Class II.—Syed S. Ahmed and J. A. C. Burke, G.I.; C. A. Chizzola, M.T.; S. A. Clarke, L.J. Cornish, and L. J. Counsel, G.I.; T. Dawson, L.I.; M. J. de Freitas, I.T.; W. P. Donald, G.I.; W. Edge, M.T.; G. M. Gathorne-Hardy, I.T.; A. W. Goodman, G.I.; W. P. Groser and A. T. Isaac, I.T.; W. Jago, L.I.; J. W. Jenkins, M.T.; A. S. Lupton, G.I.; J. G. Lyons, M.T.; R. L. Megarry, I.T.; R. J. Meller and Corvanda N. Mutannah, M.T.; E. T. Nelson, L.I.; G. J. Oakey, I.T.; E. J. Parry, G.I.; J. C. R. Pohl and F. W. A. Prideaux, M.T.; Vombakero P. Row, G.I.; G. J. Rycroft, M.T.; H. E. Smith, I.T.; A. S. Tawell, M.T.; F. C. Thomson, I.T.

Class III.—W. Allan, I.T.; M. G. Archibald, M.T.; H. B. S. Banning, I.T.; C. C. Barker, L.I.; M. B. Blake and T. Buijsinne, I.T.; C. M. B. Byles, L.I.; Raj K. Chatterjee, G.I.; C. L. Chute, I.T.; W. W. Coombs, M.T.; F. H. Dalston, L.I.; D. G. W. Davies, M.T.; G. F. Deas, L.I.; R. E. A. Dudman, G.I.; E. C. Fulton, M.T.; Sarat K. Ghose, J. C. Hayes, and Hon. G. W. A. Howard, I.T.; H. S. Howard, L.I.; R. B. Howorth, I.T.; Mirza Jalaluddin, G.I.; Basanta K. Lahiri, L.I.; H. J. Leaning, M.T.; R. G. C. Livett, M.T.; S. A. L. O. Macauley, L.I.; G. McL. Marshall and J. B. Marshall, I.T.; T. W. Morgan, G.I.; J. P. Obeysekere, I.T.; D. V. Pereira, G.I.; W. Pitman, S. H. Plummer, M. J. Pretorius, and Suryakan Ramdas, M.T.; T. S. Sandhana, L.I.; Prossanto K. Sen, G.I.; Tha Hnyin, L.I.; D. Thomas, G.I.; F. W. H. Weaver, I.T.

The number examined was 112, of whom 89 passed. Two candidates were postponed until the Michaelmas examination, 1903.

The special prize of £50 is awarded to F. T. Barrington-Ward, Lincoln's-inn. Mr. Wynn and Mr. Rankin in that order would have been recommended for the prize had they not been disqualified by age.

#### CONSTITUTIONAL LAW AND LEGAL HISTORY.

Class I.—J. Abady, M.T.; B. R. T. Grindle, I.T.; Manohar Lal, L.I.; Prabhat K. Mukerji, M.T.

Class II.—W. H. Beveridge, I.T.; W. R. Bryett, L.I.; Camajee B. N. Cama, G.I.; C. W. Clinton, L.I.; J. H. Edgar and A. E. Ellis, M.T.; E. H. Harris, G.I.; J. G. Hurst, M.T.; A. H. Liddle, A. P. Savindranayagan, and D. Segur, I.T.; G. V. Smith, L.I.; J. B. Tetley, G.I.; G. R. Venables and J. B. Wroughton, I.T.

Class III.—A. C. Aglionby, H. B. S. Banning, A. G. Biden, and J. E. Binney, I.T.; Pran K. Bose and W. R. Briggs, M.T.; F. C. Brown, D. M. Buchanan, and W. R. Buchanan-Riddell, I.T.; J. A. C. Burke and J. F. Butler-Hogan, G.I.; A. E. Casper and J. M. K. Chadwick, M.T.; C. L. Chute, G. B. Cobb, and S. M. Collins, I.T.; W. W. Coombs, M.T.; S. C. R. Crawford and D. T. Davies, I.T.; G. F. Deas, L.I.; H. J. de Trafford, I.T.; J. M. Diggle, M.T.; Moreshwar R. Dixit, B. P. Dobson, and O. F. Dowson, I.T.; R. W. Draper, M.T.; J. W. Drew, L.I.; W. H. Drummond, I.T.; C. R. Duorden, M.T.; J. G. Duncan, I.T.; L. A. R. M. d'Uhlenville, M.T.; S. G. Dunn and C. W. Farwell, L.I.; M. I. Finucane, M.T.; R. G. Fitzgerald, L.I.; W. M. Freeman, M.T.; G. E. Garrick, I.T.; A. W. Goodman, G.I.; A. G. Greenwood, J. S. Herbert and S. Ajiaz Husain, M.T.; W. T. W. Idris, G.I.; J. W. Jenkins, A. Johnson, and Mohsin A. Khan, M.T.; F. P. Knox, I.T.; Basanta K. Lahiri, L.I.;

Subodh C. Mallik, M.T.; M. C. McCreagh-Thornhill and Vasudeo B. Mehta, I.T.; Kizhakepat S. Menon, M.T.; Hasan A. Mir, L.I.; Satis C. Mitra, M.T.; T. W. Morgan, G.I.; H. C. Mortimer, I.T.; Chettur M. Nayar, M.T.; J. P. Obeyesekere, W. H. Otter, and R. C. A. Palmer-Morewood, I.T.; A. Porter and A. Raphaely, M.T.; J. V. Rees-Roberts and H. F. Ribeiro, L.I.; Earl Russell, G.I.; W. Saxon, L.I.; D. Sayer and C. D. Schwann, I.T.; A. L. Screech, M.T.; L. O. F. Sealy, G.I.; W. J. H. Seymour-Leet, M.T.; H. E. Smith and F. C. Thomson, I.T.; R. A. Unthank, M.T.; Jenhangir H. Vakeel, G. H. Williams, and H. T. Wright, I.T.

The number examined was 135, of whom 95 passed. Four candidates were postponed until the Michaelmas examination, 1903.

The special prize of £50 was not awarded. Mr. Abady would have been recommended for it had he not been disqualified by age.

#### ROMAN LAW.

Class I.—M. W. Hughes, I.T.; T. Parker, L.I.

Class II.—Mohammed A. Ali, L.I.; W. Allen and P. Appasamy, I.T.; Mohammad A. Bari, L.I.; S. Barton, M.T.; G. P. Cobbett, L.I.; J. M. Diggle and E. G. M. Dupigny, M.T.; F. L. C. Floud, L.I.; L. N. Goddard and E. W. Godfrey, M.T.; R. A. Gordon, I.T.; F. A. Iremonger and J. E. Jarvis, M.T.; L. Johnston, I.T.; Mangesh B. Kolasker, L.I.; H. A. Lane, G. St. J. McDonald, Jatindra N. Mitra, and H. W. Morrison, G.I.; E. D. Moses, Taravata G. Nayar, E. H. C. O'Flaherty, and G. C. Painter, M.T.; E. L. Price, G.I.; S. O. Purves and Raizada H. Raj, L.I.; J. L. H. W. Savary, G.I.; H. Seward, L.I.; W. J. Spratling, M.T.; F. Y. Stanger, L.I.; C. B. L. Tennyson, G.I.; F. S. Toogood and S. Wade, M.T.; E. E. G. Williams, I.T.

Class III.—J. C. Adam, M.T.; A. Alexander and H. C. Bartlett, G.I.; A. E. Beamish, M.T.; W. H. Beveridge, I.T.; E. A. Bloomfield, G. A. W. Booth, and Pran K. Bose, M.T.; J. F. Boston, L.I.; F. C. Brown, I.T.; J. P. Brown-Poebe and W. R. Bryett, L.I.; A. T. Bucknill, I.T.; S. L. H. Bucknor, M.T.; E. C. Cameron, I.T.; A. L. Cartar and S. B. Changam, G.I.; S. P. Christie, I.T.; J. T. N. Cole, M.T.; N. D. Dass, L.I.; H. de Selincourt, H. J. de Trafford, and G. B. Duncan, I.T.; J. R. M. Glencross; L.I.; Mohammad A. Hafeez, M.T.; Jaffer Hajeebhui, I.T.; Abul Hasan, L.I.; J. B. Herbert, I.T.; H. A. Hind, L.I.; R. D. Hodgson, I.T.; E. A. Hoffgaard, M.T.; F. Holland, I.T.; Mohamed H. Hosain, A. B. Howes, J. W. Jenkins, and Ehtesham A. Khan, M.T.; P. Lee, I.T.; P. P. Lescallas, M.T.; G. D. Luard, I.T.; S. A. L. O. Macaulay, L.I.; J. H. H. Manley, M.T.; F. Marsham-Tounshend, I.T.; G. A. A. Mathews, L.I.; Vasudeo B. Mehta and J. S. Mills, I.T.; C. M. Nayar, M.T.; P. M. P. Percival, L.I.; W. T. Porter and K. E. Poyser, I.T.; G. Remer, M.T.; B. E. Ross, I.T.; S. O. Rowan-Hamilton, L.I.; G. Royle, M.T.; F. K. Sandbach and P. San Hla Aung, G.I.; Birendronath Saemal and W. A. Savage, M.T.; A. P. Savindranayagam, I.T.; R. S. Segar, M.T.; L. J. V. Sellier, I.T.; W. C. J. Shortt and J. S. Smit, M.T.; H. N. Spalding, L.I.; J. E. Tapley and D. Thomas, G.I.; G. R. Venables, I.T.; E. J. Williams, M.T.; S. E. Williams, I.T.; G. J. M. Wolmarans, G.I.; A. E. S. Wynell-Mayow, M.T.

The number examined was 143, of whom 107 passed. Two candidates were postponed until the Michaelmas examination, 1903.

#### Law Students' Societies.

**LAW STUDENTS' DEBATING SOCIETY.**—April 21.—Chairman, Mr. Alfred Dods.—The subject for debate was: "That this house approves of the Irish Land Bill now before Parliament." Mr. R. P. O. Johnson opened in the affirmative; Mr. Eustace B. Ames seconded in the affirmative. Mr. Ernest Nash opened in the negative; Mr. Leggett seconded in the negative. The following members also spoke: Messrs. Boland, Pleadwell, H. C. Myers, and Tebbutt; and the opener replied. The motion was carried by seven votes.

April 28.—Chairman, Mr. G. Herbert Head.—The subject for debate was: "That the case of *Robinson v. Giffard and Others* (19 Times L. R. 337), was wrongly decided." Mr. W. Hooper opened in the affirmative; Mr. I. E. C. Adams seconded in the affirmative. Mr. W. Hughes opened in the negative; Mr. A. E. Hogan seconded in the negative. The following members also spoke: Messrs. Pleadwell, Singleton, W. Valentine Ball, H. C. Myers, W. B. Cocks, Hugh Rendell, Cooke, Aglionby, J. I. Moulton, and F. A. Coe. The opener having replied, the chairman summed up. The motion was lost by nine votes.

**BIRMINGHAM LAW STUDENTS' SOCIETY.**—A joint debate took place in the Law Library, Bennetts-hill, on the 7th of April, between the Birmingham Law Students and the Birmingham Chartered Accountants' Students, when the chair was taken by Mr. Frank S. Pearson, LL.B., and the subject for discussion was: "That this meeting disapproves of the Licensing Act, 1902." The speakers for the affirmative were Messrs. C. Braden Allen, E. A. B. Cox, A. F. Mason, C. R. M. Parr, R. A. Willes, and E. Cripwell; and for the negative Messrs. W. H. Coley, R. G. Squiers, H. W. Lyde, E. Fisher, J. H. Round, and R. A. Tench. After a lengthy debate of a most interesting and amusing nature, the respective openers replied and the chairman summed up. The question was then put to the meeting, and resulted in a win for the negative by a majority of seven. A hearty vote of thanks to Mr. Pearson for his kind and able services brought the meeting to close.

The present list of House of Lords appeals consists, says the *Times*, of twenty-nine cases, of which nineteen are English, three are Irish, and seven are Scotch appeals. There are also four claims to peerages depending, and eleven cases awaiting judgment.

#### The Land Transfer Act.

At a meeting of the United Wards Club of the City of London, held on the 22nd inst., Mr. J. S. Rubinstein gave a lecture on "The Land Transfer Act of 1897." In the course of the lecture he pointed out that Land Registration Acts were first passed in England and in New South Wales in 1862. The latter, known as the "Torrens Act," although a permissive Act, had worked most successfully in regard to Crown titles that were granted shortly before or subsequent to that date; but older titles, under which the bulk of the land was held, could not be registered owing to the difficulty and expense of tracing them. The English Act, however, failed completely, the titles here being all old ones. In 1875 another Act was passed which also proved a dead failure. Notwithstanding this Parliament was induced in 1897 to pass an Act making registration compulsory. The 1897 Act was accepted as an experiment; the expressed intention being that the system should be tried in one county only for three years. A system that was bad as a permissive one could not succeed simply by being made compulsory. The compulsory system had now been in operation in London since the 1st of January, 1899, and no one could dispute the fact that it had seriously added to the difficulty, expense, delay, and risk of dealing with London properties. The additional expense in the case of small purchases—from £90 to £1,000—ranged from 24 per cent. to 41 per cent. The result was to create, apparently for all time, at the expense of the public, a dividend-paying gold mine in which the officials were willing and the solicitors unwilling shareholders. Possessory titles were practically the only ones now being registered, as during the three years 1899, 1900, 1901, out of 33,754 titles registered, only 69 were registered as absolute or qualified. Possessory titles would never mature into absolute titles, and consequently the system in operation at the present day was not of the slightest value. Yet each week some 400 to 500 possessory titles were being registered, and unfortunate purchasers were being mulcted in heavy fees. The officials, foreseeing the collapse of the present system, were obeying the instinct of self-preservation in now groping for a new system. What they were seeking to find was a system which they could bring into operation without having to first submit it to Parliament. The holy horror the officials had of Parliament was highly significant. Three years back, before a practical knowledge of the compulsory system had been obtained, they succeeded in obtaining a grant of £265,000 public money to build a worthless registry office, but much had happened since to awake public suspicion of the new system. The officials now desire to register possessory titles which after two years are to be treated as absolute and guaranteed by the State. One stands aghast at the audacity of the suggestion that the State should, without Parliamentary sanction, be responsible to an unlimited extent in guaranteeing titles by the thousands. The persistent refusal of the authorities to carry out their pledges by granting last year the inquiry that was to have followed the expiration of the three years' trial in London, had aroused the gravest public suspicion. Proof of this was found when the City of London and eighteen of the leading London borough councils, representing a large majority of the population of London, had taken up the demand for an inquiry. The views of numerous influential bodies had hitherto been treated with ill-disguised contempt, but, including the recent refusal of Northamptonshire to adopt the system, there were many indications that the united demand of every one interested in property for an inquiry could not be much longer evaded. The manner the subject has been handled by the Government appeared typical of their general methods of business, and explained why the gravest concern was felt with regard to the future. These methods included:

1. The evasion of the inquiry which was to have followed the three years' trial of the system.
2. The reckless expenditure, at a period of great financial stress, of £265,000 in erecting a building for a purpose absolutely mischievous.
3. The creation of new officials, involving ever-increasing expense.
4. Persistence in representing the new system as working successfully, when it must be known that an inquiry would establish the fact that the system is wholly unworkable and proving a grave and growing hindrance to the easy transfer of property.

#### Obituary.

##### Mr. Leonard Field.

Mr. Leonard Field, barrister, died on the 18th ult. He was educated at University College, London, and also at the Universities of Heidelberg, Berlin, and Paris, and in 1844 graduated at London University. He was called to the bar in 1852, and practised for many years as an equity draftsman and conveyancer, but retired a few years ago. He was one of the editors of *Daniell's Chancery Practice*, and was elected a bencher of the Inner Temple in 1888. He was a brother of the well-known Mr. Edwin Field.

The Prince of Wales dined at Lincoln's-inn on Tuesday, the "Grand Day" of Easter term. Among the visitors were the American Ambassador, the Lord Chancellor, the Archbishop of York, Lord Roberts, the Japanese Minister, Lord James of Hereford, the Master of the Rolls, Sir Hubert Parry, the Dean of Canterbury, the Warden of New College, Oxford, Sir Frederick Treves, and Mr. Luke Fildes, R.A.

## Legal News.

### Appointments.

Mr. OSWALD HENRY HARDY, Probate Registrar of the Manchester District, has been appointed Registrar of the Probate Division of the High Court of Justice, in succession to the late Mr. J. C. Hannan.

Mr. INDERWICK, Registrar of the Norwich District, has been appointed Probate Registrar of the Manchester District.

### Information Wanted

THEODOSIA AUGUSTA LLOYD, *née* Gordon, deceased.—Information is required as to the Will of the above-named deceased, late of 52, Rue Faubourg St. Honoré, Paris, supposed to have been made in London within the last few years. The solicitor who prepared, or who has custody of, the Will is requested to communicate with Messrs. Gordon & Marley, solicitors, 42, New Broad-street, E.C.

### Changes in Partnerships.

#### Dissolutions.

JAMES BEAUMONT, HENRY BARKER WILSON, and THOMAS LISTER CROFT, solicitors (Beaumont, Wilson, & Croft), Leeds and Pudsey. April 16. So far as regards the said Henry Barker Wilson, who retires from the firm. The said James Beaumont and Thomas Lister Croft will continue the said practice under the style or firm of Beaumont & Croft.

ANTHONY HENRY HOSSACK and FRANK WILLIAM SIMMONDS, solicitors (Hossack & Simmonds), 12 and 13, Nicholas-lane, London. Dec. 20. The said Frank William Simmonds will continue to carry on business at 12 and 13, Nicholas-lane aforesaid, under the style of Hossack & Simmonds.

[*Gazette*, April 24.]

THOMAS FREDERICK GASKELL and ROBERT BERTRAM JONES, solicitors (Gaskell & Bertram Jones), Liverpool. Dec. 31.

JOHN WRIGHT and GEORGE WILLIAMS, solicitors (John Wright & Williams), Cradley Heath. April 9. The said John Wright will continue the practice at the old offices situate at Four Ways, Cradley Heath; the said George Williams will practise in future at 71, Newtown-lane, Four Ways, Cradley Heath.

[*Gazette*, April 28.]

### General.

Among the judicial absentees during portions of the last week, owing to indisposition, have been Mr. Justice Barnes, Lord Justice Cozens-Hardy and Mr. Justice Grantham.

Lord Justice Cozens-Hardy has consented to preside at the annual dinner of the Law Students' Debating Society, which will be held at the Trocadero Restaurant on Friday, the 22nd of May, at 7.30.

In summing up in a recent case at the Old Bailey, Mr. Justice Darling referred to the necessity which existed for restricting the sale of revolvers. There was seldom a case in which a recommendation was not made by juries and magistrates that Parliament should endeavour to prevent the sale of pistols and cartridges to people who did not say what they wanted them for or give their names and addresses. He believed that there was a Bill before Parliament every session for preventing the sale of these things. They passed a number of Bills, but not this one.

The annual Court of the High Steward of the Court Leet of the Royal Manor of the Savoy took place, says the *St. James's Gazette*, on Wednesday, with all its old-time ceremony in the vestry hall of St. Clement Danes. An hour or two prior to the opening of the Court a number of the jury-men who were summoned to attend went round and formally beat the bounds of the Manor. The court has now been held almost continuously for over seven hundred years, and included amongst its particular duties are the inspection of nuisances and the supervision and proper maintenance of the boundaries of his Majesty's Manor. As usual, the proceedings of the court were private.

On Wednesday last a sitting was appointed for the public examination of Mr. William Henry Miles Booty and Mr. Alfred Bayliffe, who had practised in partnership as solicitors, under the style of Booty & Bayliffe, at 1, Raymond-buildings Gray's-inn. A statement of the partnership affairs shewed liabilities amounting to £200,756 0s. 3d., of which £177,762 9s. 6d. was expected to rank, and assets, consisting mainly of book debts, estimated to produce £111,642 3s. 1d. The Assistant Official Receiver said that Mr. Bayliffe was stated to be too unwell to attend for examination. He did not, however, desire to proceed with the examination of Mr. Booty to-day, as the case required a great deal of preliminary investigation, which had not yet been completed, and he asked for an adjournment of the examination of both debtors. Mr. Registrar Giffard adjourned the examination to the 18th of June.

Mr. H. C. Richards recently asked the Secretary of State for India if his attention had been called to the fact that the Government of India had granted an assignment of land revenue of the value of 5,000 rupees per annum to a Vakil Judge of the High Court of Madras who was appointed in 1901 on the condition that he would retire from the bench at the age of sixty-five; and whether he would explain why this judge had been so rewarded, and consider the advisability of directing that European judges, members of the High Court of Madras, shall be treated in a similar manner by giving them grants based upon land revenue in addition to their retiring

pensions. Lord George Hamilton replied: I am aware of the assignment of land revenue referred to in the question, which was granted to the judge with my sanction for exceptional public services, and also in view of the fact that, in accepting an office in which he could not serve long enough to earn a pension, he abandoned a lucrative practice at the bar. These reasons were personal to the judge, Sir Bhashyam Aiyanger, and do not apply to the cases referred to in the last sentence of the question.

The correspondent of the *Times* who wrote on the Defence of Poor Prisoners has replied to the criticisms of Sir Harry Poland in a letter, in which he says: "I should like to ask Sir Harry Poland a few questions. Does he maintain that his own profession in England is so helplessly incompetent or hopelessly selfish, or both, that it cannot find means to make workable here a system which is effectively worked in one way or another by the same profession in almost every other civilized country? He says that in Edinburgh prisoners are few, in London they are many, and there lies 'the simple answer.' But how about Paris, Brussels, Berlin, Vienna, and Rome? Does he maintain that the volume of crime in England is so portentously large as compared with other countries, and that wretches must be condemned undefended in order that Treasury counsel may live? He cannot answer these questions in the affirmative, yet without such innuendoes against his profession and his country his arguments come to nought. Again, is it worthy of him to make his amazingly ungenerous suggestion to English solicitors that they should not be found willing (as their Scotch brethren are) to undertake without fee or reward to prepare the defence of poor prisoners? I am glad at any rate to see that he makes no such open appeal to his own branch of the profession."

In charging the grand jury at the Central Criminal Court on Monday, the Recorder said that it was not appreciated as it ought to be by the magistrates in some of the outlying districts of London that the Central Criminal Court was an assize court. That was a court to which cases should not be committed except under very exceptional circumstances. It was a most serious thing that juries summoned to that court should have to remain day after day trying cases with which they ought to have no concern whatever. Upon an analysis of the cases in the calendar he found that when they numbered seventy no less than twenty-seven of these cases were ordinary session cases, and of these twenty-seven fourteen came from the county of Essex. That county under certain circumstances had the power of sending cases for trial at that court, and no doubt it might be said that these cases were committed after the ordinary quarter sessions had been held, but there were adjourned sessions at West Ham and other places in the county at which the trials could have taken place. Then it might be said that the prisoners would have had to remain in custody some weeks longer than if committed to the Old Bailey, but if magistrates made more use than they did, and as they had been urged to do by judges throughout the country, of the powers of granting bail, the difficulty would be overcome. Outside London it seemed to be forgotten that this was the first assize court in the world, and had jurisdiction over some six millions of people. They ought not therefore to be troubled with ordinary sessions cases.

## Court Papers.

### Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON			Mr. Justice BYRNE.
	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEKEWICH.	
Monday, May 1.	4 Mr. Pemberton	Mr. W. Leach	Mr. Grewell	Mr. Godfrey
Tuesday	5 Jackson	Theod	Church	R. Leach
Wednesday	6 R. Leach	W. Leach	Grewell	Godfrey
Thursday	7 Godfrey	Theod	Church	R. Leach
Friday	8 Beal	W. Leach	Grewell	Godfrey
Saturday	9 Carrington	Theod	Church	R. Leach
Date	Mr. Justice FAIRWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINNEY EADY.
Monday, May 1.	4 Mr. Jackson	Mr. Carrington	Mr. Farmer	Mr. Theod
Tuesday	5 Pemberton	Beal	King	W. Leach
Wednesday	6 Jackson	Carrington	Farmer	King
Thursday	7 Pemberton	Beal	King	Farmer
Friday	8 Jackson	Carrington	Farmer	Church
Saturday	9 Pemberton	Beal	King	Grewell

### Death.

HUGHES.—On 2nd April, at St. Catherine's, Hendon, John Hughes, Senior Partner in the firm of Hughes & Sons, of 34, John-street, Bedford-row, after a short illness.

## The Property Mart.

### Sales of the Ensuing Week.

May 4.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Leasehold Ground-rents, amounting to £650 per annum, secured upon modern business premises, Nos. 19, 20, and 21, Newman-street, and warehouses in Newman-passage-news, Oxford-street; value of £23,000 per annum. Leasehold Property, 16, James-street, Haymarket, W., comprising extensive commercial premises, let on lease at £900 per annum. Solicitors, Messrs. Kingford, Dorman & Co., London.—Freehold Dwelling-house, No. 4, Sidmouth-street, Gray's-inn-road; value £250 per annum, with vacant possession. Solicitors, Messrs. Wade & Lynn, London. (See advertisements, April 25, p. 422.)

May 6.—Messrs. H. E. FOSTER & CHAPFIELD, at the Mart, at 2: Croydon Freehold Ground-rent of £47 10s. per annum, with reversion in 1919, Freehold Residences producing £116 per annum. Solicitors, Messrs. Atkinson & Dresser, London.—Freehold Double-fronted corner Residence near East Croydon Station, let at £120 per annum. Solicitors, Messrs. Bird, Strode, & Bird, London.—Marylebone: Three

Leasehold Dwelling Houses, let at £107 per annum. Solicitors, Messrs. Crosse & Sons, London.—Kingston-on-Thames: Freehold Residence between Kingston and Surbiton, Solicitors, Messrs. Gould & Swaine, Glastonbury.—St. John's Wood, Putney, and Paddington: Leasehold Properties. Solicitors, Messrs. Danby, Brooks & Co., London.—North Kensington: Leasehold Dwelling House, near Notting-hill. Solicitors, Messrs. Sweet & Son, Taunton. (See advertisements, this week, back page.)

May 7.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

**REVERSIONS:** To £3,400, Moiety of a Large Fund, lady aged 55. Solicitors, Messrs. Lethbridge & Prior, London.

To One-seventh of £1,651 in Consols, lady aged 73, if reversioner aged 35 be living; also to One-sixteenth of £1,709, lady aged 75. Solicitors, Messrs. Crosse & Sons, London.

To a Trust Fund, value £1,900 in Colonial Stock, lady aged 58. Solicitors, Messrs. Taplin, Taylor, and Joseph, London.

To a Trust Fund, Colonial and Bank Stock, value £972. Solicitors, Messrs. Hurford & Taylor, London.

**LIFE INTEREST** of a Lady, aged 77, in Freehold Property producing £83 per annum. Official Receiver, Cambridge.

**REVERSIONARY LIFE INTEREST** of a gentleman aged 44, on decease, without issue, of a nobleman aged 54; landed estates valued at £2,000 per annum. Solicitor, G. J. Fowler, Esq., London.

**POLICIES** for £2,000, £2,000, £1,000, £1,000, £300, £200. Solicitors, H. A. Farman, Esq., and Messrs. Boulton, Sons & Sandeman, London.

**SHARES** in Cobham Gas Co., and

**DEBENTURES** in Khedivial Ship Co. Solicitors, Messrs. Hubbard, Son & Eve, London. (See advertisements, this week, back page.)

May 7.—Messrs. STIMSON & SONS, at the Mart, at 2:—Lewisham (close to St. John's and Lewisham road Railway Stations).—Freehold Ground-rents, secured upon 73 Residences, let yearly and on agreements, and in several cases occupied by lessees, producing rack-rents of £2,700 per annum. Solicitors, Messrs. Syrett & Sons, London. (See advertisement, April 25, p. 3.)

May 8.—Messrs. BEADLE, WOOD & CO., at the Mart, at 2:—Rettendon, Essex: Compact Estate, under two miles from Woodham Ferris Junction Station, on the Great Eastern Railway, about five miles from Wickford, and seven from Chelmsford, 27a, 3r, 18p. of land, with good road frontage. Solicitors, Messrs. Hawes, Wood, & Ward, and Messrs. Winter, Bothamley, &c., London.—Streatham: Three Leasehold Residences, between Streatham Hill and Streatham Stations. Solicitors, Messrs. Peters & Bolton, London. Burdett-road, Bow: Capital Corner Shop and Dwelling House, with convenient and well-lighted detached factory in rear, close to the Regent's Canal. Solicitors, Messrs. Huntingdon & Leaf, London. (See advertisements, April 25, p. 3.)

## Winding-up Notices.

*London Gazette*.—FRIDAY, April 24.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRUINOT & BURNETT, LIMITED.—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to Herbert Nimmo, 43, Great Tower st.

COALBROOKDALE COLLIERIES CO., LIMITED.—Creditors are required, on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to James Howard Walker, Bank chmrs, Wigan. North & Co., Liverpool, solvors to liquidator.

CHAVENETTE, CO., LIMITED.—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to William Martello Gray, Gordon & Co., Bradford, solvors to liquidator.

IMPERIAL GOLD CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before May 23, to send their names of addresses, and the particulars of their debts or claims, to Ernest George Davies, 1, Lombard ct.

MONTGOMERY & WESTERN, LIMITED.—Petition for winding up, presented April 22, directed to be heard May 5. Blackmore, Regent House, Regent st, solvors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 4.

MUSON PENCIL CO., LIMITED.—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to Lawrence Compton Headly, 18, Friar st, Leicester. Parsons & Co., Leicester, solvors for liquidator.

MYAKKA RIVER (FLORIDA) LAND CO., LIMITED.—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to John Earle Hodges, Suffolk House, Laurence Pountney hill. Jackson & Co., South wld, Gray's inn, solvors to the liquidator.

NATIONAL GUARDIAN INSURANCE CO., LIMITED.—Petition for winding up, presented April 16, directed to be heard May 5. Amery Parkes & Powell, 93 and 94, Chancery ln, petitioners in person. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 4.

RAND BOEDDOPOORT GOLD MINING CO., LIMITED.—Petition for winding up, presented April 18, directed to be heard May 5. Haslam & Hier Evans, High Holborn, solvors for the petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 4.

T. BURTON & CO., LIMITED.—Creditors are required, on or before May 23, to send their names and addresses, to Herbert T. Bloor, 13, Basinghall st

*London Gazette*.—TUESDAY, April 28.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRIGHTON, HOVE, AND SUSSEX AUXILIARY SUPPLY ASSOCIATION, LIMITED.—Creditors are required, on or before June 9, to send their names and addresses, and particulars of their debts or claims, to John Edwin Denney, 91, 92, and 93, Palmerston bridge, Old Broad st.

MATTHEWS & CO., Cannon st., solvors for liquidator.

EAST CORNWALL TIN MINING SYNDICATE, LIMITED.—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims, to Vanderpump & Eve, 5, Philpot ln, solvors for liquidator.

GARSDALE & CO., LIMITED.—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to George Emmerson, 21, Spring gdns, Manchester. Emanuel Simmonds, solvors for liquidator.

GULFO TRUST AND FINANCE CO., LIMITED.—Creditors are required, on or before May 26, to send their names and addresses, and the particulars of their debts or claims, to Ernest Henry Frith, 24, Root ln.

MONTGOMERY & WESTON, LIMITED.—Petition for winding up, presented April 22, directed to be heard May 5. Blackmore, Regent House, Regent st, solvors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 4.

SHORTWOOD BRICK AND TILE CO., LIMITED.—Creditors are required, on or before June 13, to send their names and addresses, and the particulars of their debts or claims, to William Frederick Collins, 9, Manserv st, Bath. Simmonds & Co., Bath, solvors for liquidator.

WESTMINSTER SYNDICATE, LIMITED (IN LIQUIDATION).—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Arthur Edwin Woodington, 5, Philpot ln. Burchells, 5, The Sanctuary, Westminster, solvors for liquidators.

## THE SOLICITORS' JOURNAL.

[Vol. 47.] 479

## Creditors' Notices.

### Under Estates in Chancery.

LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, April 10.

DEAKIN, CHARLES, Finch ln, Licensed Victualler May 11 J & W Nicholson & Co v Doskin, Master Binnis Smith, Royal Courts of Justice Freeman, Foster lane  
GUEST, HENRY THOMAS, Carter at Wakefield, Timber Merchant May 23 Horne v Guest, Kekewich and Joyce, JT Lodge, King st, Wakefield  
THOMPSON, MARY JANE, Greens pl, South Shields May 12 Coats v Coats, Farwell, J Purvis, King st, South Shields  
TRENDELL, JOHN, Railway st, Barnes, Bricklayer May 9 Trendell v Trendell, Swinfin Eady, J Anderson, Ironmonger lane

*London Gazette*.—TUESDAY, April 14.

VENN, BENJAMIN BAKER, Beeston, Notts, Hosiery Manufacturer May 30 Venn v Venn, Judge, Room No 704, Royal Courts of Justice Medley, Lincoln inn fields

*London Gazette*.—TUESDAY, April 21.

RAWCLIFFE, RICHARD, Great Marton, Lancaster May 21 Nuttall v Longworth, Registrar, Preston Parkinson, Birley st, Blackpool

### Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, April 24.

ACRAMAN, LAURA ELIZABETH, Sidmouth, Devon May 21 Crosswell, Staple inn, Holborn ATKINSON, ANN, Redcar, Yorks May 31 Sill, Middlebrough BANHAM, WILLIAM, Norwich May 30 Kent, Norwich BREWER, FRANCIS GEORGE DOMINIC, Amajuba, S Africa June 1 King & Co, Queen Victoria st BYRNE, ANNIE, Aylestone hill, Hereford May 25 Lambe & Stephens, Hereford CASHMAN, WILLIAM, Niton, nr Ventnor, I of W June 5 Paris & Co, Southampton COLE, GEORGE, Evesham, Farmer June 15 Byrch & Co, Evesham COPELAND, WILLIAM WELLS, Spalding, Lincs June 1 Staniland, Boston CRAIG, JOHN JAMES, Moss Side, nr Manchester June 6 Foyston & Co, Manchester CRUTCHER, THOMAS, Salisbury, Farmer May 30 Pye-Smith, Salisbury DAWSON, JOSEPH, Newmarket, Trainer June 24 Button & Aylmer, Newmarket DICKINSON, WILLIAM ERRINGTON, Allendale, Northumberland, Chemist May 25 Dickinson & Co, Newcastle upon Tyne DUCKWORTH, MARY ANN, Heaton Chapel, Lancs June 5 Style & Co, Liverpool DYER, ELIZABETH, Southampton May 25 Page & Gulliford, Southampton ELLISON, EDMUND, Ilce in Makerfield, Lancs June 1 Ackerley & Son, Wigan ENNETT, FRANCES ANNA MARIA, Pont de Bruges, Pas de Calais, France May 30 Bertram, Suffolks st, Pall Mall FOTHERSGILL, HANAH, Silsden, Yorks May 15 Tattersall, Keighley HARRIS, ALFRED, Bitterley, Salop, Farmer May 20 Weyman & Weyman, Ludlow HARRISON, ERNEST STUART ERSKINE, DSO, Major in HM 11th Hussars May 25 Thompson & Co, Hull HARRIS, WILLIAM, Twickenham June 3 Peacock & Fisher, South sq, Gray's inn HOLLIWORTH, ANN, New Barnet, Herts June 27 Owston & Co, Leicester HOLYOAK, JOSEPH, jun, Erdington, Warwick, Decorator May 30 Snow & Atkins, Birmingham JENNINGS, EMILY, Newmarket May 14 Eanion, Newmarket KINGSTON, HELENE, Exmouth June 8 Rhodes & Son, Dowgate hill LINDBRIDGE, JOSEPH, Chatham May 23 Robinson, Strood LOVETT, MARY HARRIET, South Norwood May 25 Lovett & Liddle, King William st MACDONALD, ISABELLA, Berwick upon Tweed May 25 Smith, Berwick upon Tweed McCLELLAN, ROSALIE EMMA, Brockley May 31 Saw & Sons, Queen Victoria st MADOCKS, JANE, Havercroft, West May 8 George, Havercroft MANS, KATHERINE MARY, Holland rd, West Kensington May 25 Wilkinson & Son, Bermondsey st MANNING, ELIZA, Ely, Cambridge May 21 Hall, Ely MARTIN, SOPHIA ELIZABETH, Oxford st, Hyde Park May 20 Meynell & Pemberton, Old Queen st, Storey's gate MIDDLETON, FEEDERIE, Barton under Needwood, Staffs, Farmer May 23 Richardson, Burton on Trent MILLER, LUCY JANE, Nazing, Essex June 24 Swarder & Longmore, Hertford MOLE, ALEXANDER JAMES, Beal, Northumberland, Shepherd May 25 Smith, Berwick upon Tweed MUNRO, REBECCA, Rudyerd, nr Leek, Staffs May 8 Moxon, Hanley OWEN, DAVID, Lampeter, Cardigan May 20 Owen, Lampeter PEASE, CHARLES EDEN, Exmouth June 24 Frere & Co, Lincoln's inn fields PHILLIPS, CAROLINE MARY, Windsor May 30 Last & Goodfellow, Windsor PHILLIPS, CHARLES THOMAS, Windsor, Solider May 30 Last & Goodfellow, Windsor PHILLIPS, LUCY ANN, Sherborne, Dorset May 30 Flax & Douglas, Sherborne, Dorset PHIPPS, JAMES, Whitehall May 30 Goutly & Goodfellow, Manchester PINNIGER, SOPHIA SUSANNAH, Pewsey, Wilts May 8 Dixon, Pewsey, Wilts PRESCOTT, MARY, Leigh, Lancs May 12 Dooson, Leigh PRIOR, MARGARET ANN, Wigan, Housekeeper May 15 Harrisons & Winnall, Welshpool, Montgomery REEVES, FRANCIS GREENHEYS, Manchester May 31 Preston & Son, Manchester RICE, LUCY ANN, Thornton Heath June 16 Morris, Croydon SALMOND, LIEUT-COL, ALBERT LOUIS, Arundel gdns June 1 Robbins & Co, Strand SEATON, JOHN LOVE, Kingston upon Hull, JP June 30 England & Co, Hull SHARPE, ERNEST, Blackheath May 22 Upton & Co, Austin Friars SHAPLES, JAMES, Haslingden, Lincs, Reed Manufacturer May 20 Whitaker, Haslingden SHIELDS, HENRY, Bradwell, nr Sandbach June 21 Stringer, Sandbach SINCLAIR, ALEXANDER, Newcastle upon Tyne May 23 Arnott & Co, Newcastle on Tyne SQUIRE, GEORGE, Ludlow, Salop, Builder May 20 Weyman & Weyman, Ludlow SMITH, BENJAMIN, Tunstall, Scraper Iron Dealer May 4 Hooper & Fairbairn, Dudley STEVENSON, EMMA, Horsley Heath, Tipton, Staffs, Licensed Victualler May 11 Hooper & Fairbairn, Dudley TALBOT, PETER, Abman, Lancs, Farmer May 12 Marsh & Co, Leigh TANNER, JOSEPH, Winchester June 9 Warner & Kirby, Winchester THOMPSON, GREGORY EVAN, Folkestone June 1 Atkinson & Stainer, Folkestone TOMLIN, ROBERT, Stratford, Licensed Victualler June 3 Loxley & Co, Cheapside WALKER, MARY ELIZABETH, Bath July 4 Hallows & Co, Bedford row WARREN, THOMAS, Dunstable, Staffs, Farmer May 28 Small & Co, Burton on Trent WIGGINGTON, JOSEPH, Nottingham, Coal Merchant May 22 Acton & Marriott, Nottingham WILSON, ELIZABETH, Lambeth May 31 Burton, Liverpool

## Bankruptcy Notices.

*London Gazette*.—FRIDAY, April 24.

### RECEIVING ORDERS.

ANDERSON, WILLIAM, Lincoln, Grocer Lincoln Pet April 20 Ord April 20  
 BAKER, JAMES, Ilkeston, Tailor Derby Pet April 18 Ord April 18  
 BARNARD, THOMAS, Portsdown, Sussex, Joiner Brighton Pet April 20 Ord April 20  
 BEERY, GEORGE, ARTHUR, and HARRY HEFFORD, Wellington, Northampton, Fishmongers Northampton Pet April 22 Ord April 22  
 CHAMBERS, WILLIAM, Rhyl, Flint, Fishing Tackle Maker Manchester Pet April 20 Ord April 20  
 CHAPMAN, WALTER, Bedlington, Northumberland, Builder Newcastle upon Tyne Pet March 28 Ord April 20  
 COLLIS, M. A., Sudbury, Suffolk, Manufacturer Colchester Pet March 31 Ord April 21  
 DIAPEL, HENRY, GEORGE, Eckington, Worcester, Market Gardener Worcester Pet April 18 Ord April 18  
 ESCRET, JAMES ALFRED, Kingston upon Hull, Confectioner Kingston upon Hull Pet April 20 Ord April 20  
 GASKELL, THOMAS KERSHAW, West Dulwich High Court Pet April 22 Ord April 22  
 GILES, BENJAMIN, Rumney, Mon Newport, Mon Pet April 7 Ord April 20  
 HARDY, ASA, Manchester, Velvet Manufacturer Manchester Pet April 8 Ord April 22  
 HAMPTON, WILLIAM, Sittingbourne, Kent, Baker Rochester Pet April 20 Ord April 20  
 HUGHES, THOMAS, WILLIAM, Merthyr Tydfil, Painter Merthyr Tydfil Pet April 20 Ord April 20  
 JONES, JAMES JOHN, Maesteg, Outfitter Aberavon Pet April 7 Ord April 21  
 JONES, JOHN, Milford rd, Haverfordwest, Mason Pembroke Dock Pet April 20 Ord April 20  
 JONES, ROBERT ROBINSON, Kirkley, Lowestoft, Smackowner G. Yarmouth Pet April 20 Ord April 20  
 JONES, THOMAS, Treherbert, Glam, Bootmaker Pontypridd Pet April 22 Ord April 22  
 JOY, WALTER, Winterdown, Wilts, Dealer Salisbury Pet April 21 Ord April 21  
 KREUTZ, GEORGE, West Hartlepool, Watchmaker Sunderland Pet April 21 Ord April 21  
 LEE, GEORGE, Shrewsbury, Haulier Shrewsbury Pet April 18 Ord April 18  
 LINCOLN, EVERLINE HOLLAND, Bolton, Seamstress Bolton Pet April 22 Ord April 22  
 LITTLE, GEORGE, Waverbridge, nr Wigton, Farmer Carlisle Pet April 9 Ord April 22  
 LITTLE, JOSEPH, Waverbridge, nr Wigton, Farmer Carlisle Pet April 9 Ord April 22  
 MALIN, FREDERICK, Mapperley, Nottingham, Boot Maker Nottingham Pet April 21 Ord April 21  
 MARR, JAMES JOHN, Kennington Park rd, High Court Pet April 21 Ord April 21  
 MILLER, WILLIAM, North Petherton, Somerset, Basket Maker Bridgwater Pet April 21 Ord April 21  
 SCALE, JOHN, Pembroke Dock, Haulier Pembroke Dock Pet April 21 Ord April 21  
 SHARMAN, RICHARD PECHENY, Hanwell, Physician Brentford Pet April 21 Ord April 21  
 SMITH, JOSEPH, Gainsborough Lincoln Pet April 18 Ord April 18  
 THEDD, EDWARD, FRANCIS TOONE, Worthing Brighton Pet April 21 Ord April 21  
 THOMAS, ROBERT HENRY, Liverpool, Medical Electrician Liverpool Pet April 20 Ord April 20  
 THOMAS, ALICE HELENA, Guildford, Guildford Pet April 20 Ord April 20  
 WALDORN, ERNST JOSEPH, Bristol, Commercial Traveller Bristol Pet April 21 Ord April 21  
 WALTON, ARTHUR, Edisbury, Farmer Crewe Pet April 20 Ord April 20  
 WAHD, GEORGE, Wolverhampton, Grocer Wolverhampton Pet March 27 Ord April 20  
 WESTON, ALICE ALBERTA, Calne, Wilts, Fancy Goods Dealer Swindon Pet April 21 Ord April 21

### FIRST MEETINGS.

ANDERSON, WILLIAM, Lincoln, Baker May 5 at 11.30 Off Rec, 31, Silver st, Lincoln  
 AUSTIN, WILLIAM DOUGLAS, Newbury, Berks, Grocer May 2 at 12 1, St Aldeate's, Oxford  
 BAILEY, JOSEPH, Ashton, Preston, Lancs, Commercial Traveller May 4 at 11 Off Rec, 14, Chapel st, Preston  
 BAKER, HENRY, Bishops Stortford May 6 at 2 The George Inn, Bishops Stortford  
 BARKER, JAMES, Ilkeston, Tailor May 5 at 3 Off Rec, 47, Full st, Derby  
 BARNFIELD WILLIAM HENRY, Tredgar, Mon, Grocer May 5 at 12 135, High st, Merthyr Tydfil  
 BARTHO, GUSTAVE HERMAN, Bournemouth, Hotel Manager May 4 at 12.30 Off Rec, City Chambers, Salisbury  
 BOND, THOMAS CRAWFORD, Holt, Norfolk, Carpenter May 2 at 12 Off Rec, 8, King st, Norwich  
 BOOTH, JOHN WALTER, Greasbry, nr Rotherham, Carter May 7 at 11 Off Rec, Fivegate in, Sheffield  
 CANNON, ALFRED HENRY, West Ealing, Builder May 4 at 12 Off Rec, 95, Temple Chambers, Temple av  
 CLARK, WILLIAM CHRISTOPHER, Somerford Keynes, Gloucester May 4 at 11 Off Rec, 38, Regent circus, Swindon  
 DAVISON, HENRY NORMAN, Stretford, nr Manchester, Builder May 4 at 2.30 Off Rec, Byrom st, Manchester  
 DIAPER, HENRY GEORGE, Eckington, Worcester, Market Gardener May 2 at 11 45, Copenhagen st, Worcester  
 DU BOIS, FREDERICK, Coleman st May 7 at 1 Bankruptcy bldgs, Carey st  
 FORD, CHARLES A., Leicester, Builder May 4 at 12 Off Rec, 1, Berridge st, Leicester  
 FOUNTAIN, HUGH FRANCIS, Southampton, Pianoforte Dealer May 5 at 3 Off Rec, 172, High st, Southampton  
 GASKELL, THOMAS KERSHAW, West Dulwich May 5 at 12 Bankruptcy bldgs, Carey st

GAWEY, GEORGE JAMES, Reading, Steam Haulage Contractor May 14 at 12 Queen's Hotel, Reading  
 GODDARD, HENRY ALFRED, Reading, Coal Merchant May 14 at 12.30 Queen's Hotel, Reading  
 GREGORY, THOMAS, Lincoln, Carter May 5 at 12 Off Rec, 31, Silver st, Lincoln  
 HARRIS, CHARLES DANDO, Leicester, Cutler May 4 at 12.30 Off Rec, 1, Berridge st, Leicester  
 HARTINGE, WILLIAM, Sittingbourne, Kent, Baker May 4 at 12.15 115, High st, Rochester  
 HEROD, EDMUND, Alfreton, Derby, Wheelwright May 5 at 3.30 Off Rec, 47, Full st, Derby  
 JONES, ROBERT ROBINSON, Kirkley, Lowestoft, Smack Owner May 4 at 2.45 Suffolk Hotel, Lowestoft, Suffolk  
 JOHNSTON, JOHN THOMAS, Burton on Trent May 6 at 3.30 Midland Hotel, Station st, Burton on Trent  
 LINCOLN, EVERLINE HOLLAND, Bolton, Seamstress May 6 at 11, 19, Exchange st, Bolton  
 MACKENZIE, JOHN ARTHUR KERR, Bournemouth May 4 at 1 Off Rec, Endless st, Salisbury  
 MEKS, GEORGE, Crickhowell, Brecon, Grocer May 4 at 3 135, High st, Merthyr Tydfil  
 MITCHELL, ANDREW DAVID, Derby, Builder May 2 at 11 Off Rec, 47, Full st, Derby  
 ORAM, CLEMENT, GRAYS, Essex, Seaman Instructor May 4 at 12 95, Temple Chambers, Temple av  
 PEARSON, JOHN, Carbrook, Sheffield, Carter May 7 at 11.30 Off Rec, Fivegate in, Sheffield  
 POWELL, FREDERICK JAMES, Blakeney, Glos, Leatherseller May 2 at 12.30 Off Rec, Station rd, Gloucester  
 SKIRTH, ALICE TOMPKINS, Ullesthorpe, Leicester, Innkeeper May 4 at 3 Off Rec, 1, Berridge st, Leicester  
 SMITH, JOSEPH, Gainsborough May 5 at 11 Off Rec, 31, Silver st, Lincoln  
 SPROKES, THOMAS, Atherton, Lancs, Farmer May 2 at 11 19, Exchange st, Bolton  
 TAYLOR, JOSEPH, Carr Hills, Balby, nr Doncaster, Carting Contractor May 7 at 12 Off Rec, Fivegate in, Sheffield  
 WALKER, EDWARD, Leeds, Merchant May 5 at 11 Off Rec, 22, Park row, Leeds  
 WHITE, ALEXANDER JOHN, Eastington, Glos, Baker May 2 at 12 Off Rec, Station rd, Gloucester  
 WILLIAMSON, DAVID, Flixton, Lancs, Farmer May 5 at 12.30 Off Rec, 31, Silver st, Lincoln

**ADJUDICATIONS.**

ANDERSON, WILLIAM, Lincoln, Baker Lincoln Pet April 20 Ord April 20  
 BAKER, JAMES, Ilkeston, Tailor Derby Pet April 18 Ord April 18  
 BARNARD, THOMAS, Portsdown, Sussex, Joiner Brighton Pet April 20 Ord April 20  
 BEERY, GEORGE ARTHUR, and HARRY HEFFORD, Wellington, Northampton Pet April 22 Ord April 22  
 CHAMBERS, WILLIAM, Rhyl, Flint, Fishing Tackle Maker Manchester Pet April 21 Ord April 21  
 DIAPEL, HENRY, GEORGE, Eckington, Worcester, Market Gardener Worcester Pet April 18 Ord April 18  
 ELLIS, THOMAS, Eastbourne, Builder Eastbourne Pet April 1 Ord April 22  
 ESCRET, JAMES ALFRED, Kingston upon Hull, Confectioner Kingston upon Hull Pet April 20 Ord April 20  
 GASKELL, THOMAS KERSHAW, West Dulwich High Court Pet April 22 Ord April 22  
 DALY, JOSEPH, Liverpool, Commercial Traveller May 6 at 12 Off Rec, 35, Victoria st, Liverpool  
 DAWSON, EDITH, Folkestone, Lodging House Keeper May 7 at 9.30 Off Rec, 68, Castle st, Canterbury  
 DIXON, GEORGE, Wallsend, Northumberland, Builder May 6 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne  
 ENGLAND, CHARLES DOUGLAS, Whitchurch, Cardiff, Potato Merchant May 7 at 12 117, St Mary st, Cardiff  
 ESCRET, JAMES ALFRED, Kingston upon Hull, Confectioner May 6 at 11 Off Rec, Trinity House In, Hull  
 GRANT, ARTHUR BREWIN, Leicester, Boot Manufacturer May 6 at 3 Off Rec, 1, Berridge st, Leicester  
 HARDY, ASA, Manchester, Velvet Manufacturer May 6 at 3 Off Rec, Byrom st, Manchester  
 HUGHES, THOMAS WILLIAM, Merthyr Tydfil, Painter May 7 at 12 135, High st, Merthyr Tydfil  
 JONES, JOHN, Haverfordwest, Mason May 8 at 2.30 Temperance Hall, Haverfordwest  
 JOY, WALTER, Winterslow, Wilts, Dealer Salisbury Pet April 6 at 12 Off Rec, 3, Exchange st, Salisbury  
 KREUTZ, GEORGE, West Hartlepool, Watchmaker Sunderland Pet April 21 Ord April 21  
 LINCOLN, EVERLINE HOLLAND, Bolton, Seamstress Bolton Pet April 22 Ord April 22  
 MALIN, FREDERICK, Mapperley, Nottingham, Boot Maker Nottingham Pet April 21 Ord April 21  
 MARR, THOMAS WILLIAM, Merthyr Tydfil, Painter May 7 at 12 135, High st, Merthyr Tydfil  
 MILLER, WILLIAM, North Petherton, Somerset, Basket Maker Bridgwater Pet April 21 Ord April 21  
 PENDLEBURY, EDWIN, Lichfield, Mining Engineer Birkenhead Pet Feb 28 Ord April 21  
 ROBINSON, AARON, jun, Benwell, Northumberland, Joiner Newcastle on Tyne Pet April 17 Ord April 20  
 SCALE, JOHN, Pembroke Dock, Haulier Pembroke Dock Pet April 21 Ord April 21  
 SEGROTT, WILLIAM, Newmarket, Port Butcher Cambridge Pet April 7 Ord April 22  
 SMITH, JOSEPH, Gainsborough Lincoln Pet April 18 Ord April 18  
 THEED, EDWARD FRANCIS TOONE, Worthing Brighton Pet April 21 Ord April 21  
 WARD, GEORGE, Wolverhampton, Grocer Wolverhampton Pet March 27 Ord April 22  
 WESTON, ALICE ALBERTA, Calne, Wilts, Toy Dealer Swindon Pet April 21 Ord April 21  
 WILKES, HENRY, Wellington, Salop, Jeweller Madeley Pet March 31 Ord April 21

*London Gazette*.—TUESDAY, April 28.

**RECEIVING ORDERS.**

ADAMS, RICHARD THOMAS, Tottenham, Leather Case Manufacturer Edmonton Pet April 24 Ord April 24  
 BACHELOR, ALFRED, Swansea, Framemaker Swansea Pet April 25 Ord April 25  
 BENTHAL, ALBERT, Tavistock sq, Physician High Court Pet March 19 Ord April 6  
 BUCKNALL, EDWARD, Bournemouth, Boarding house Keeper Poole Pet April 25 Ord April 25

THOMAS M  
UPHILL 28  
WALDE M  
WESTU ST  
ADAM BATC  
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BULLI 21  
CARLE COUZE O  
DAWNS D  
DEAN fo  
DUNN 23  
ENGLI ENGL  
GRAY M  
GREEK D  
HARBO JU  
HILL fo  
JOHNS P  
JONES II  
KING B  
LEE 16  
LINNE C  
MARNI  
MASL V  
McCA P  
NOBLI P  
ROGER P  
ROGUE P  
SHARL fo  
SHAW G  
SIRCO M  
SMITH b  
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THOMAS, ROBERT HENRY, Liverpool, Medical Electrician  
May 8 at 2 Off Rec, 35, Victoria st., Liverpool  
UPHILL, EDMUND, Bath, Builder May 6 at 12.15 Off Rec,  
26, Baldwin st., Bristol  
WALDORF, ERNST JOSEPH, Bristol, Commercial Traveller  
May 6 at 12 Off Rec, 26, Baldwin st., Bristol  
WESTLAKE, CHARLES ALEXANDER, Southsea, Licensed Victualler  
May 7 at 3 Off Rec, Cambridge junc, High st., Portsmouth

## ADJUDICATIONS.

ADAMS, RICHARD THOMAS, Tottenham, Leather Case Manufacturer  
Edmonton Pet April 24 Ord April 24  
BACHELOR, ALFRED, Swansea, Framemaker Swansea  
Pet April 23 Ord April 23  
BLACKBURN, FREDERICK WILLIAM, Blackpool, Builder  
Preston Pet March 31 Ord April 22  
BULLER, WALTER GREGORY, Hastings Hastings Pet Feb  
21 Ord April 23  
CARLETON, JOSEPH SCHOLICK, Aintree, Liverpool, Contractor  
Liverpool Pet Feb 25 Ord April 23  
COUZENS, FRED, Cardiff, Builder Cardiff Pet April 24  
Ord April 24  
DAWSON, EDITH, Folkestone, Lodging House Keeper Canterbury Pet April 23 Ord April 23  
DEAN, THOMAS, Wickford, Essex, Wheelwright Chelmsford Pet April 24 Ord April 24  
DUNN, JOHN, Harrogate, Road Contractor York Pet April  
25 Ord April 25  
ENGLAND, CHARLES DOUGLAS, Whitchurch, Cardiff, Potato Merchant Cardiff Pet April 20 Ord April 20  
GRAY, SAMUEL, jun., Wootton Bassett, Wilts, Baker Swindon Pet April 23 Ord April 23  
GREENWOOD, JAMES, Kinver, nr Stourbridge, Carpet Designer Stourbridge Pet April 23 Ord April 23  
HARBOUR, STEPHEN JOSEPH, Brixton High Court Pet  
Jan 2 Ord April 24  
HILL, EDWARD, Keighley, Yorks, Machine Maker Bradford Pet March 26 Ord April 24  
JOHNSON, JAMES BURGE, Bristol, Boot Manufacturer Bristol Pet April 30 Ord April 23  
JONES, JOHN WALTER, Cheapside, General Business Agent High Court Pet April 24 Ord April 24  
KING, JOSEPH, and THOMAS HENRY WILLKINS, Fulham, Builders High Court Pet Jan 8 Ord April 23  
LEE, GEORGE, Shrewsbury, Haulier Shrewsbury Pet April 18 Ord April 23  
LINNETT, BENJAMIN FRANK, Lincoln's Inn, Solicitor High Court Pet March 26 Ord April 22  
MARSH, JOHN THOMAS, Canterbury, Commission Agent Canterbury Pet April 25 Ord April 25  
MARSH, WILLIAM, South Brewbham, Somerset, Licensed Victualler Yeovil Pet April 25 Ord April 25  
MCHEA, FREDERICK BRADFORD, Lowndes st High Court Pet March 24 Ord April 24  
NOBLEY, ISABELLA, Ashford, Kent, Stationer Canterbury Pet April 6 Ord April 24  
ROGERS, MARIAN, Maidstone, Fancy Dealer Maidstone Pet April 24 Ord April 24  
SHARMAN, RICHARD PECHY, Hanwell, Physician Brentford Pet April 21 Ord April 24  
SHAW, JOE DOBSON, and LUTHER STEELE, Huddersfield, General Drapers Huddersfield Pet April 23 Ord April 25  
SIRCOM, HENRY FURZE, Stretford, nr Manchester, Timber Merchant Salford Pet March 20 Ord April 23  
SMITH, ELLEN, Wollescote, Worcester, Innkeeper Stourbridge Pet April 22 Ord April 22  
TARGET, FELIX ALEXANDER, Old Broad st High Court Pet Jan 7 Ord April 23  
WALTON, ARTHUR, Dingle Farm, Eddisbury, Farmer Crewe Pet April 20 Ord April 24  
WHITELEY, THOMAS, Huddersfield, Woollen Manufacturer Huddersfield Pet April 2 Ord April 24  
WILSON, GROBE, South Shields, Auctioneer Newcastle on Tyne Pet April 25 Ord April 25

## ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

STANDEN, BERNARD, Primrose Club, St James's High Court Rec Ord Jan 24, 1895 Adjud Feb 21, 1895 Recd and Annual April 16, 1903

## ADJUDICATION ANNULLED.

ROWE, WILLIAM, Little Wester, Linton, Kent, Farmer Maidstone Adjud Nov 26, 1892 Annul April 24, 1903

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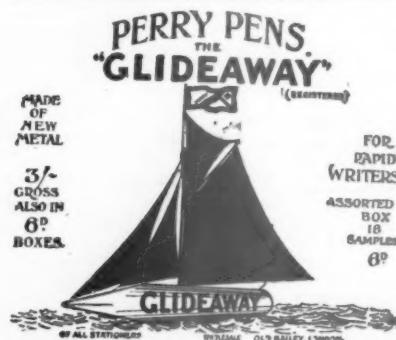
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